

Wasabi Technologies Federal Terms of Service

These Federal Terms of Service (“Terms of Service”) govern the Federal Customer’s (“Federal Customer” “you” or “your”) use of Services provided by Wasabi Technologies LLC or its affiliate (“Wasabi,” “we,” “us,” or “our”). As used herein, the term “Federal Customer” shall mean a Customer that is an agency, department, or independent establishment of the United States Government or a wholly owned U.S. Government corporation. Federal Customer and Wasabi are individually referred to herein as “Party” and collectively as the “Parties.”

1. Use of the Wasabi Service

1.1 Access. Subject to these Terms and Conditions, Wasabi grants you and your Authorized Users the right to access and use the Wasabi Service (including any customer portals which may also be made available to you as part of or through with the Wasabi Service) in accordance with the Documentation. “Documentation” means the [user, technical and admin guides](#) for the Wasabi Service.

1.2 Customer Accounts.

(a) You must register an account with us (a “Customer Account”) in order to use the Wasabi Service. We will use your Account Information in accordance with our [Privacy Policy](#) and you consent to such use, where “Account Information” means information about you that you provide to us in connection with the creation or administration of your Customer Account, including names, usernames, phone numbers, email addresses and billing information associated with your Customer Account.

(b) You agree to provide accurate and complete information in the creation of your Customer Account and agree to update this information with any changes. You may authorize others (collectively, “Authorized Users”) to use the Wasabi Service on your behalf, but you remain responsible for the acts and omissions of such Authorized Users. As permitted by law and set forth herein, we reserve the right to suspend any Customer Account, or the access of any Authorized User, for any reason, including if any registration information is inaccurate, untrue or incomplete, or if you or any of your Authorized Users fail to maintain the security of any access credentials.

(c) You and your Authorized Users are responsible for ensuring that any access credentials are kept confidential and are not disclosed to any third party except as required by law, and for all activity that occurs under your Customer Account.

(d) You agree to, and will ensure that each Authorized User will, notify us at support@wasabi.com immediately upon learning of any unauthorized access to a Customer Account or any other suspected security breach.

1.3 Software; Third-Party Content.

(a) Certain Wasabi Services may require you to install software. In such cases, Wasabi grants to you a non-exclusive, nontransferable, limited license (without the right to sublicense) to install, execute and use such software solely: (i) in object code format; (ii) for your internal use, with no right to make such software available to third parties either by transferring copies thereof or by providing a hosted service; and (iii) in accordance with Documentation and the terms hereof.

(b) Third-Party Content, if any, may be used by you, solely at your option. Use of Third-Party Content is solely governed by the separate terms and conditions accompanying such Third-Party Content, which terms and conditions may include separate fees and charges. Terms and conditions for such Third-Party Content shall only be binding to you upon your written agreement, provided that Wasabi shall be under no obligation to provide such Third-Party Content absent such written agreement. “Third Party Content” means content made available to you by any third party on the Wasabi website or in conjunction with the Wasabi Service.

1.4 Limited Wasabi Services. We may offer the Wasabi Service for free in limited circumstances, such as a free trial or pre-release version of any Wasabi Service (“Limited Wasabi Service”). The Limited Wasabi Service requires an active Customer Account and is subject to the time limits that are made known to you at the time of order fulfillment, via email or the Documentation. You agree that to use the Limited Wasabi Service in compliance with any related Documentation and restrictions. Your use of any Limited Wasabi Service is for the sole purpose of evaluating and testing the applicable service and providing Feedback to Wasabi. Any pre-release version of a Wasabi Service may be experimental in nature, not fully tested and may be discontinued at any time with or without notice, at which point your access will end and Your Content shall be deleted.

1.5 Your Content. “Your Content” means content that you or any Authorized User transfers to us for storage or hosting by the Wasabi Service in connection with your Customer Account. Your Content does not include your Customer Account information. You will ensure that Your Content does not violate any terms of this Terms of Service,

the Documentation, or any applicable law. You are solely responsible for the development, content, operation, maintenance, and use of Your Content. You represent and warrant to us that: (a) you or your licensors own all right, title, and interest in and to Your Content and Feedback; (b) you have all rights in Your Content and Feedback necessary to grant the rights contemplated by these Terms of Service.

1.6 Acceptable Use. You represent and warrant to us that Your Content and use of the Wasabi Service will not violate the [Acceptable Use Policy](#).

2. Service Changes; Support and Maintenance

2.1 To the Wasabi Service. We may modify or discontinue any or all of the Wasabi Service or change or remove functionality of any or all of the Wasabi Service from time to time. We will notify you of any material change to or discontinuation of the Wasabi Service by posting the revised version on our website and/or communicating it to you. Any non-material changes to the Wasabi Services will be effective ten (10) days from the time we post such changes. Any material changes to the Wasabi Services will be effective once they are mutually agreed upon in writing by the Federal Customer and Wasabi.

2.2 To the APIs. We may change or discontinue any APIs for the Wasabi Service from time to time. For any discontinuation of or material change to an API, we will use commercially reasonable efforts to continue supporting the previous version of such API for 12 months after the change or discontinuation (except if doing so (a) would pose a security or intellectual property issue, (b) is economically or technically burdensome, or (c) would cause us to violate the law or requests of governmental entities).

2.3 Support and Maintenance. During the Term, Wasabi will provide you with reasonable support in accordance with Wasabi's [Service Level Agreement](#). To the extent permitted by law, Wasabi may temporarily limit or suspend the availability of all or part of the Wasabi Service, without liability, if it is necessary for reasons of public safety, security, maintenance of the Wasabi Service, interoperability of services, data protection, or to perform work that is necessary for operational or technical reasons.

3. Security and Data Privacy

3.1 Security. Without limiting your obligations under Section 1.5 or the terms of Section 10, we will implement reasonable and appropriate measures designed to help you secure Your Content against accidental or unlawful loss, access or disclosure. However, we cannot guarantee that unauthorized third parties will never be able to defeat our safeguards. You are responsible for properly configuring and using the Wasabi Service and otherwise taking appropriate action to secure, protect and backup your Customer Account(s) and Your Content in a manner that will provide appropriate security and protection, which might include use of encryption to protect Your Content from unauthorized access and routinely archiving Your Content.

3.2 Data Privacy. In connection with providing and using the Wasabi Service, each Party agrees to comply with the terms of [Wasabi's Data Processing Addendum](#).

4. License Grant; Acknowledgment

4.1 License of Your Content. You grant to Wasabi a worldwide, non-exclusive, royalty-free, fully-paid up, transferable and sublicensable right to Your Content to the extent necessary to perform our obligations hereunder. You retain all rights in Your Content, subject to the rights granted to us in these Terms of Service with respect to the performance of our obligations. You may modify or remove/export Your Content via the Customer Account at any time. Your Content may be irretrievably deleted by Wasabi upon (i) you or your Authorized User's deletion of Your Content or (ii) cancellation or termination of the Customer Account.

4.2 Log-In Credentials and Account Keys. Any log-in credentials and private keys provided to you by Wasabi or generated by the Wasabi Service are for your internal use only and you will not sell, transfer or sublicense them to any other entity or person, except that you may disclose your private key to your agents and subcontractors performing work on your behalf.

5. Service Fees

Fees for the Wasabi Service ("Fees") will be calculated and billed based on the Wasabi Service selected by you, as set forth in the award, quote, purchase order or similar such document provided to your by an authorized reseller or distributor.

6. Proprietary Rights; Confidentiality

6.1 Reservation of Rights. All software, code, hardware, trademarks, trade secrets, proprietary methods and systems used to provide the Wasabi Service (the “Wasabi Technology”) and the content made available or displayed by us through the Wasabi Service, including all text, graphics, images and the look and feel of such Wasabi Service (collectively, the “Wasabi Content”) are owned by or licensed to Wasabi, including all intellectual property rights therein. Nothing in these Terms of Service or any of the Documentation shall be considered an assignment or other transfer of ownership in and to the Wasabi Technology or Wasabi Content to you, either expressly, or by implication, estoppel, or otherwise. Other than the authorizations or licenses as may be conferred or granted by us to you in these Terms of Service or any of the Documentation, Wasabi reserves all right, title and interest in and to the Wasabi Technology and Wasabi Content.

Except as expressly provided in these Terms of Service, you obtain no rights hereunder from us, our Affiliates or our licensors to the Wasabi Service, including any related intellectual property rights. Some Wasabi Content and Third-Party Content may be provided to you under a separate license, such as the Apache License, Version 2.0, or other open source license. In the event of a conflict between these Terms of Service and any separate license, the separate license will prevail with respect to the Wasabi Content or Third-Party Content that is the subject of such separate license.

6.2 Feedback. Notwithstanding anything to the contrary herein, all intellectual property rights in the Feedback, if any, and all other ownership in any ideas, modifications, enhancements, improvements, or any other suggestion specifically relating to the Wasabi Service, are hereby assigned to Wasabi and shall be the sole and exclusive property of Wasabi. “Feedback” means any suggestions, enhancement requests, recommendations, corrections or other feedback provided by you, your Affiliates, and/or Authorized Users relating to the features or operation of the Wasabi Service and Documentation.

6.3 Commercial Products and Commercial Services. The Wasabi Technology and Wasabi Services are “commercial products”, “commercial services”, and “commercial computer software” as defined under FAR 2.101. If the Federal Customer is a Department of Defense agency, the Wasabi Technology constitutes “commercial computer software” as defined in paragraph (a)(1) of the Department of Defense FAR Supplement (“DFARS”) clause 252.227-7014, Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation. Federal Customer acknowledges and agrees that (i) use, duplication, reproduction, release, modification, disclosure, or transfer of the Wasabi Technology and Wasabi Services shall be subject to these Terms of Service as permitted by FAR 12.211 and FAR 12.212, (ii) the Wasabi Technology was developed exclusively at private expense, and (iii) all other use of the Wasabi Technology and Wasabi Services except in accordance with the license and rights granted herein is strictly prohibited.

6.4 Confidentiality. Either Party may, from time to time, provide to the other certain non-public information including business information, pricing, forecasts, financial plans and data, marketing plans, and unannounced product information (“Confidential Information”). Confidential Information shall also include the Wasabi Content and Your Content, and any other information disclosed by a Party to the other Party, in whatever form, and designated in writing as proprietary or confidential, or which a reasonable person would understand to be proprietary or confidential in nature, except as required by law. During the term of these Terms of Service and for three (3) years following its termination, each Party will not disclose any such Confidential Information except as set forth herein or as required by law. The receiving Party shall hold in confidence, and shall not disclose any Confidential Information to any person or entity except to an Affiliate, a director, officer, employee, outside consultant, or advisor (collectively “Representatives”) who have a need to know such Confidential Information in the course of the performance of their duties for the receiving Party and who are bound by a duty of confidentiality no less protective than these Terms of Service. The receiving Party and its Representatives shall use such Confidential Information only for the purpose for which it was disclosed and shall not use or exploit such Confidential Information for the benefit of another without the prior written consent of the disclosing Party. Each Party accepts responsibility for the actions of its Representatives and shall protect the other Party’s Confidential Information in the same manner as it protects its own valuable confidential information, but in no event, shall less than reasonable care be used. You agree you will not use the Wasabi Service for the purposes of conducting comparative analysis, evaluations or product benchmarks with respect to the services and will not publicly post any analysis or reviews of the services without Wasabi’s prior written approval. A receiving Party shall promptly notify the disclosing Party upon becoming aware of a breach or threatened breach hereunder and shall cooperate with any reasonable request of the disclosing Party in enforcing its rights

Confidential Information excludes information that: (i) is known prior to receipt from the disclosing Party, without any obligation of confidentiality; (ii) becomes known to the receiving Party directly or indirectly from a source other

than one having an obligation of confidentiality to the disclosing Party; (iii) becomes publicly known or otherwise publicly available, except through a breach of these Terms of Service; or (iv) is independently developed by the receiving Party without use of the disclosing Party's Confidential Information. The receiving Party may disclose Confidential Information pursuant to the requirements of applicable law, legal process or government regulation, provided that, where legally permitted to do so, it gives the disclosing Party reasonable prior written notice to permit the disclosing Party to contest such disclosure, and such disclosure is otherwise limited to the required disclosure. The receiving Party may disclose Confidential Information when lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

When the end user is the Federal Government, neither this Agreement nor the awarded price are confidential information notwithstanding any such markings. Wasabi recognizes that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which may require that certain information be released, despite being characterized as "confidential" by the vendor.

7. Term; Termination; Suspension

7.1 Term.

(a) Term. Subject to the provisions of Section 7.2, the term of these Terms of Service and your access to the Wasabi Service will continue for so long as you have an active and fully paid up Customer Account (the "Term").

(b) Reserved Capacity Order Form Term. For reserved capacity purchases, the term of the Order Form will be as set forth in the applicable award, quote, purchase order or similar such document provided to you by your authorized reseller or distributor, and will only renew upon written agreement of the Parties.

7.2 Termination. Each Party may terminate these Terms of Service in whole or in part only as permitted by and in accordance with the applicable Federal Acquisition Regulation ("FAR") clauses in Federal Customer's prime contract with the prime contractor.

7.2 Effect of Termination. Upon termination or expiration: (i) all of your rights under these Terms of Service and your Customer Account immediately terminate; (ii) you remain responsible for all fees and charges you have incurred through the termination date and all other fees and charges indicated in the Termination Settlement, or as otherwise permitted by the applicable FAR termination clause in Federal Customer's prime contract with the prime contractor; (iii) you will immediately return or, if instructed by us, destroy all Wasabi content in your possession; and (iv) those terms intended to survive termination shall continue to apply in accordance with their terms.

7.3 Immediate Suspension. To the extent permitted by law, we may temporarily suspend (in our sole discretion) your or any Authorized User's right to access or use any portion or all of the Wasabi Service immediately upon notice to you if we determine your, or any Authorized User's, use of the Wasabi Service (a) is in violation of the the Acceptable Use Policy, (b) poses a security risk to Wasabi, the Wasabi Service, any other Wasabi customer, or any third party, (c) could adversely impact our systems, the Wasabi Service or the systems or content of any other Wasabi customer, or (d) could subject us, our Affiliates, or any third party to civil or criminal liability.

8. IP Indemnification

(a) Wasabi will indemnify you and your employees, officers, and directors against any third-party claim alleging that the Wasabi Service infringes or misappropriates a third party's intellectual property rights, and will pay the amount of any adverse final judgment or settlement agreed to by Wasabi in writing.

(b) We will have no obligation or liability under this Section 8.2 arising from infringement by combinations of the Wasabi Service with any other product, service, software, data, content or method. In addition, Wasabi will have no obligations or liability arising from your or any Authorized User's use of the Wasabi Service after Wasabi has notified you to discontinue such use. The remedies provided in this Section 8.2 are the sole and exclusive remedies for any third-party claims of infringement or misappropriation of intellectual property rights by the Wasabi Services.

(c) For any claim covered by Section 8(a), Wasabi will, at its election, either: (i) procure the rights to use that portion of the Wasabi Service alleged to be infringing; (ii) replace the alleged infringing portion of the Wasabi Service with a non-infringing alternative; (iii) modify the alleged infringing portion of the Wasabi Service to make it non-infringing; or (iv) terminate the allegedly infringing portion of the Wasabi Services and these Terms of Service.

(d) The obligations under this Section 8 will apply only if the Federal Customer: (a) gives Wasabi prompt written notice of the claim; and (b) reasonably cooperates with Wasabi in the defense and settlement of the claim. In no event will

Federal Customer agree to any settlement of any claim that involves any commitment, without the written consent of Wasabi.

9. Limited Warranty and Disclaimers

9.1 Limited Warranty. Solely to the extent required by law, Wasabi warrants that the Wasabi Services delivered hereunder are merchantable and fit for use for the particular purpose described herein. This limited warranty is subject to the following limitations: (a) any implied warranties, guarantees or conditions that cannot be disclaimed as a matter of law will persist for one year from the start of the limited warranty; and (b) this limited warranty does not cover problems or issues arising from or relating to accidents, abuse, or misuse of the Wasabi Service (including failure to follow published documentation or guidance, or failure to meet appropriate system requirements), or from events beyond Wasabi's reasonable control.

9.2 Disclaimers. THE WASABI SERVICE IS PROVIDED "AS IS." EXCEPT TO THE EXTENT PROHIBITED BY LAW, OR TO THE EXTENT OF ANY STATUTORY RIGHTS THAT CANNOT BE EXCLUDED, LIMITED OR WAIVED, WE AND OUR AFFILIATES AND LICENSORS (A) MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE REGARDING THE WASABI SERVICE OR THE THIRD-PARTY CONTENT, EXCEPT AS STATED IN SECTION 9.1, AND (B) DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, UNLESS PROHIBITED BY LAW, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES (I) OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR QUIET ENJOYMENT, (II) ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE, (III) THAT THE WASABI SERVICE OR ANY THIRD-PARTY CONTENT WILL BE UNINTERRUPTED, ERROR FREE OR FREE OF HARMFUL COMPONENTS, AND (IV) THAT ANY OF YOUR CONTENT WILL BE SECURE OR NOT OTHERWISE LOST OR ALTERED.

10. Limitations of Liability

10.1. EXCEPT IN THE CASE OF WILLFUL MISCONDUCT OR FRAUD, AND TO THE EXTENT NOT PROHIBITED BY LAW, NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, REVENUES, CUSTOMERS, OPPORTUNITIES, GOODWILL, USE, OR DATA), EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF THE FORM OF ACTION.

10.2. EXCEPT IN THE CASE OF WASABI'S WILLFUL MISCONDUCT OR FRAUD, AND TO THE EXTENT NOT PROHIBITED BY LAW, WASABI AND ITS AFFILIATES' AND LICENSORS' AGGREGATE LIABILITY UNDER THESE TERMS OF SERVICE, REGARDLESS OF THE FORM OF ACTION, WILL NOT EXCEED THE AMOUNT YOU ACTUALLY PAY WASABI UNDER THESE TERMS OF SERVICE FOR THE WASABI SERVICE THAT GAVE RISE TO THE CLAIM DURING THE 12 MONTHS BEFORE THE LIABILITY AROSE. IF THE WASABI SERVICE (OR ANY OTHER WASABI PRODUCT) IS PROVIDED TO YOU WITHOUT CHARGE, THEN WASABI WILL HAVE NO LIABILITY TO YOU WHATSOEVER.

10.3. YOU EXPRESSLY RECOGNIZE AND ACKNOWLEDGE THAT THE DISCLAIMERS AND LIMITATIONS SET FORTH IN THIS SECTION ARE AN ESSENTIAL PART OF THESE TERMS OF SERVICE AND AN ESSENTIAL FACTOR IN ESTABLISHING THE PRICE OF WASABI SERVICE. THE FOREGOING DISCLAIMERS AND LIMITATIONS WILL APPLY TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW AND NOTWITHSTANDING A FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY PROVIDED IN THESE TERMS OF SERVICE.

10.4. As applicable, this Section 10 shall not impair your right to recover for fraud or crimes relating to these Terms of Service under applicable federal fraud statutes, including 31 U.S.C. 3729-3733.

11. Modifications to the Agreement

We may modify these Terms of Service (including any policies or any links referenced herein) at any time by posting a revised version on the Wasabi website or by otherwise notifying you in accordance with Section 12.5. Revisions that will materially change the terms of these Terms of Service shall require a mutually executed amendment between the Parties.

12. Miscellaneous

12.1 Affiliates, Subcontractors and Vendors. Some or all of the Wasabi Service, including support services, may be provided by Wasabi's Affiliates, agents, subcontractors and information system vendors. The rights and obligations of Wasabi may be, in whole or in part, exercised or fulfilled by the foregoing entities, provided that Wasabi remains responsible for compliance with these Terms of Service.

12.2 Force Majeure. Excusable delays shall be governed by FAR 52.212-4(f).

12.3 Governing Law & Contract Disputes. The Federal laws of the United States govern these Terms of Service and any dispute of any sort that might arise between the Parties. The United Nations Convention for the International Sale of Goods does not apply to these Terms of Service.

12.4 Trade Compliance. In connection with this Agreement, each party will comply with all applicable import, re-import, sanctions, anti-boycott, export, and re-export control laws and regulations. For clarity, you are solely responsible for compliance related to the manner in which you choose to use the Wasabi Service, including your transfer and processing of Your Content, the provision of Your Content to Authorized Users, and the Wasabi region in which any of the foregoing occur. You represent and warrant that you and your financial institutions, or any party that owns or controls you or your financial institutions, are not subject to sanctions or otherwise designated on any list of prohibited or restricted parties, including but not limited to the lists maintained by the United Nations Security Council, the U.S. Government (e.g., the Specially Designated Nationals List and Foreign Sanctions Evaders List of the U.S. Department of Treasury, and the Entity List of the U.S. Department of Commerce), the European Union or its Member States, or other applicable government authority.

12.5 Independent Contractors. Both parties are independent contractors with respect to each other.

12.6 Notice.

(a) **To You.** We may provide any notice to you under these Terms of Service by: (i) providing a notice to the Partner through which you contracted; (ii) sending a message to the email address then associated with your account. You agree that all disclosures, notices and communications are considered received by you within twenty-four (24) hours of the time provided. It is your responsibility to keep your email address current. You will be deemed to have received any email sent to the email address then associated with your account when we send the email, whether or not you actually receive the email.

(b) **To Us.** To give us notice under these Terms of Service, you must contact Wasabi as follows: (i) by email transmission to legal@wasabi.com; or (ii) by personal delivery, overnight courier or registered or certified mail to Wasabi Technologies LLC, attention of the Legal Department and CFO. Notices provided by personal delivery will be effective immediately. Notices provided by email transmission or overnight courier will be effective one (1) business day after they are sent. Notices provided registered or certified mail will be effective three (3) business days after they are sent.

12.7 No Third-Party Beneficiaries. These Terms of Service do not create any third-party beneficiary rights in any individual or entity that is not a Party hereto.

12.8 No Waivers. The failure by either Party to enforce any provision of these Terms of Service will not constitute a present or future waiver of such provision nor limit a Party's right to enforce such provision at a later time. All waivers by a Party must be in writing to be effective.

12.9 Severability. If any portion of these Terms of Service is held to be invalid or unenforceable, the remaining portions of these Terms of Service will remain in full force and effect.

12.10 Marketing. Use of the other Party's name, trade name, trademarks, icons, and logos (collectively, the "Brands") to refer publicly to the other, orally and in writing, requires such party's Prior written consent to the extent permitted by the General Services Acquisition Regulation (GSAR) 552.203-71.

12.11 Export Controls. Your use of the Wasabi Service is subject to compliance with United States and other applicable export control and trade sanctions laws, rules and regulations (collectively, "Export Control Laws"). You will not export, reexport, download or otherwise transmit the Wasabi Service, or technical data relating thereto, in violation of any applicable Export Control Laws. In particular, you acknowledge that the Wasabi Services, or any part thereof, may not be exported, transmitted, or re-exported to, or otherwise used in: (a) any country subject to a U.S. embargo or comprehensive trade sanctions or that has been designated a state sponsor of terrorism by the U.S. Government ("Sanctioned Countries"); or (b) anyone identified on any U.S. Government restricted party lists (collectively, "Restricted Party Lists"). By purchasing the Wasabi Service, you represent and warrant that you are not located in any Sanctioned Country or on any Restricted Party List. You acknowledge that the Wasabi Service may not be available in all jurisdictions and that you are solely responsible for complying with applicable Export Control Laws related to the manner in which you choose to use the Wasabi Service, including your transfer and processing of Your Content and the region in which any of the foregoing occur.

12.11 Electronic Communications. By using Wasabi Service, you consent to receive electronic communications to the email address provided in your Customer Account. It is your responsibility to keep your email address current for

notice purposes. You agree that any communications that Wasabi provides to you electronically satisfies any legal requirement that such communications be in writing.

DATA PROCESSING AGREEMENT

This Data Processing Agreement, including any attachments, exhibits or schedules (collectively the “**DPA**”) is incorporated into and made a part of the Wasabi Technologies Customer Agreement governing the provision of Services (the “**Services Agreement**”) entered into by Customer and Wasabi Technologies LLC (“**Wasabi**”). In the event of conflict, the provisions of this DPA shall control over the Services Agreement. Customer and Wasabi may be referred to individually as a “**Party**” or collectively as the “**Parties**.”

1. **DEFINITIONS.** Capitalized terms used in this DPA without definition have the meanings assigned in the Services Agreement.

“**Affiliate**” means any corporation, partnership or other entity now existing or hereafter organized that directly or indirectly controls, is controlled by or under common control with such party. For purposes of this definition “control” means the direct possession of a majority of the outstanding voting securities of an entity.

“**CCPA**” means the California Consumer Privacy Act of 2018 (Cal. Civ. Code § 1798.100 et seq.), as amended from time to time and any successor legislation thereto and any regulations promulgated thereunder.

“**CPRA**” means the California Consumer Privacy Rights Act of 2020 (Cal. Civ. Code § 1798.100 et seq.), as amended from time to time and any successor legislation thereto and any regulations promulgated thereunder.

“**Data Protection Laws**” means all worldwide data protection and privacy laws and regulations applicable to the processing of Personal Data under this DPA, including, where applicable and without limitation: (a) GDPR; (b) UK GDPR; (c) CCPA; and, (d) CPRA.

“**EU Standard Contractual Clauses**” or “**EU-SCCs**” means the applicable module(s) of the European Commission’s standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council, as set out in the Annex to Commission Implementing Decision (EU) 2021/914, a completed copy of which comprises Schedule D, as amended, supplemented or otherwise modified from time to time.

“**GDPR**” means the EU General Data Protection Regulation (EU Regulation 2016/279) and the implementing acts of the foregoing by a Member State, Switzerland, each as amended from time to time and any successor legislation thereto and any regulations promulgated thereunder.

“**Security Incident**” means any accidental, unlawful, or unauthorized use, modification, loss, compromise, destruction, or disclosure of, or access to, Personal Data processed by Wasabi on behalf of Customer. For the avoidance of doubt, “Security Incident” does not include any event that does not result in any unauthorized access to Personal Data or to Wasabi’s equipment or facilities storing Personal Data, including, without limitation, pings and other broadcast attacks on firewalls or other network equipment, port scans, unsuccessful logon attempts, denial of service attacks, packet sniffing (or other unauthorized access to traffic data that does not result in access beyond communication headers) or similar incidents.

“**Standard Contractual Clauses**” means the EU Standard Contractual Clauses and/or the UK Standard Contractual Clauses, as applicable.

“**UK GDPR**” means the United Kingdom Data Protection Act of 2018 and the United Kingdom General Data Protection Regulation, as amended from time to time and any successor legislation thereto and any regulations promulgated thereunder.

“**UK Standard Contractual Clauses**” or “**UK-SCC**” means the United Kingdom’s International Data Transfer Addendum to the Standard Contractual Clauses, as may be amended, modified, or replaced by the United Kingdom, a completed copy of which comprises Schedule E, as amended, supplemented or otherwise modified from time to time.

The terms “**Controller**”, “**Data Subjects**”, “**Member State**”, “**Processor**”, “**Process**”, “**Processing**”, “**Personal Data**”, “**Personal Information**” and “**Subprocessor**” have the meanings given to them in Data Protection Laws, as applicable, and include any equivalent or corresponding terms applied by such Data Protection Laws. If and to the extent that Data Protection Laws do not define such terms, then the definitions given in GDPR will apply.

2. SCOPE AND ROLES.

This DPA applies to the extent Wasabi processes Customer Personal Data subject to applicable Data Protection Laws in connection with the Services. In this context, Customer is the Controller under applicable Data Protection Law and Wasabi is the processor. Customer remains in full control of what data it uploads to the Services.

3. CUSTOMER OBLIGATIONS.

Customer will comply with all Data Protection Laws required of it to perform its obligations under this DPA and is responsible for: (i) providing any notices or obtaining any consents required in order to process the Personal Data; (ii) making an independent determination as to whether the technical and organizational measures for the Services meet Customer’s requirements; and (iii) ensuring Customer’s instructions to Wasabi for the processing of Personal Data comply with Data Protection Laws. Customer will be solely responsible for the accuracy, quality, and legality of, and the means by which Customer acquired the Personal Data.

4. WASABI’S OBLIGATIONS.

Wasabi will comply with all Data Protection Laws required of it to perform its obligations under this DPA and will only process the Personal Data pursuant to Customer’s instructions as set forth in this DPA. The details of the processing operations Wasabi will conduct on behalf of the Customer are specified in Schedule A (Data Processing Purposes and Details).

5. CONFIDENTIALITY.

Wasabi will not collect, retain, use, sell, rent, transfer, distribute, or otherwise disclose or make available Personal Data outside of the direct business relationship with Customer or for Wasabi’s own purposes or for the benefit of anyone other than Customer. Any Wasabi personnel having access to the Personal Data will be (a) informed of the confidential nature and use restrictions regarding the Personal Data; and (b) subject to an appropriate statutory or contractual obligation of confidentiality. Notwithstanding the foregoing, and for the avoidance of doubt, Wasabi may use and disclose Personal Data as follows to the extent permitted by applicable Data Protection Laws: (i) to provide and support the Service; (ii) to build or improve the Service, provided that Wasabi does not use the Personal Data to build or modify a profile about a Data Subject or their household to use in providing services to a third-party, or cleaning or augmenting any Personal Data acquired from another source; (iii) to detect Security Incidents, or to protect against fraudulent or illegal activity; (iii) as otherwise explicitly permitted under Data Protection Law; and (iv) to respond to any Legal Order; (v) as Customer otherwise consents in writing.

6. DOCUMENTED INSTRUCTIONS.

Wasabi and any Wasabi personnel having access to Personal Data will only Process the Personal Data pursuant to Customer’s documented instructions. Customer agrees that this DPA together with the Services Agreement



constitute the documented instructions. To the extent permitted by applicable law, Wasabi shall promptly notify Customer if, in its reasonable opinion, Customer's instruction would not comply with the Data Protection Laws.

In the event Wasabi is required under any applicable law to Process the Personal Data in excess of Customer's documented instructions, Wasabi will promptly notify Customer of such a requirement, unless such applicable law prohibits such notification, in which case Wasabi will notify Customer as soon as the applicable law permits it to do so.

Wasabi will promptly inform Customer in the event Wasabi can no longer comply with this DPA, in which case, Customer may immediately suspend any Processing of Personal Data and/or terminate the Services pursuant to the Services Agreement.

7. ASSISTANCE IN COMPLIANCE WITH OBLIGATIONS UNDER DATA PROTECTION LAWS.

Taking into account the limited nature of Wasabi's Processing and the information available to it, Wasabi will provide reasonable assistance to Customer in meeting Customer's obligations under the Data Protection Laws, including responding to requests from Data Subjects or government or regulatory bodies. Wasabi reserves the right to invoice, and Customer agrees to pay, for any material costs arising from Wasabi's provision of such assistance. As between the Parties, Customer is solely responsible for communicating directly with Data Subjects.

8. DATA ANALYTICS AND ANONYMIZED PERSONAL DATA.

Any data collected pursuant to data analytics or monitoring carried out by Wasabi in connection with the provision of the Services or otherwise connected with Customer's use of the Services may include Personal Data. Wasabi may aggregate, de-identify, or anonymize Personal Data and use such aggregated, de-identified, or anonymized data, which shall no longer be considered Personal Data, for its own reasonable purposes. Customer hereby authorizes Wasabi to Process the Personal Data for the purposes described herein.

9. SECURITY MEASURES.

Wasabi will maintain reasonable and appropriate technical, physical, and organizational measures designed to adequately safeguard and protect against a Security Incident (each, a "**Security Measure**") as further set forth in Schedule B. Wasabi will regularly test, assess, and evaluate the effectiveness of its Security Measures.

10. SECURITY INCIDENTS.

In the event of a Security Incident, Wasabi will notify Customer without undue delay after becoming aware of the Security Incident, but in no event later than any periods required by applicable Data Protection Laws or described in the Services Agreement. Wasabi will, as part of the notification provided under this Section 10, and to the extent reasonably available at the time of notice, provide all information required under applicable Data Protection Laws.

Wasabi will maintain and preserve relevant documents, records, and other data reasonably related to any Security Incident. Notwithstanding anything to the contrary, in no event will any notice of a Security Incident under this Section 10 be construed as an acknowledgement of Wasabi of any fault or liability of Wasabi with respect to any Security Incident.

11. SUBPROCESSORS.

Wasabi may use Subprocessors to perform the Processing pursuant to this Data Processing Agreement. The name and contact information, together with details of the processing to be performed, will be as set forth in Schedule C, as amended by Wasabi from time to time subject to the terms of this Section 11.

To the extent permitted under applicable Data Protection Laws, Customer hereby authorizes the use of all Subprocessors identified in Schedule C and provides a general authorization for Wasabi to engage Subprocessors to Process Personal Data in connection with the provision of the Service.

Wasabi will provide reasonable notification to Customer where Wasabi wishes to engage a new Subprocessor and Customer will have thirty (30) days after issuance of such notice to notify Wasabi in writing of any objections on reasonable grounds.

Wasabi will ensure that all Subprocessors it engages are bound by written agreements with terms and conditions at least as restrictive as those contained in this DPA. Wasabi will remain fully liable to Customer for a Subprocessor's failure to fulfil its obligations under such agreement.

12. COMPELLED DISCLOSURES.

In the event Wasabi receives a valid order issued by a court or governmental agency of competent jurisdiction (a "Legal Order"), Wasabi will first attempt to redirect the Legal Order to the Customer to the extent that Wasabi is permitted to do so by the terms of the Legal Order or as a matter of law. If unsuccessful, Wasabi will, to the extent permitted by such Legal Order, make commercially reasonable efforts to provide Customer with: (a) prompt written notice of the disclosure requirements set forth in the Legal Order prior to disclosure so that Customer may seek, at its sole cost and expense, a protective order or other remedy; and (b) reasonable assistance, at Customer's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure. If, after providing such notice and assistance as required herein, Wasabi remains subject to a Legal Order to disclose any Personal Data, Wasabi will use commercially reasonable efforts to obtain assurances from the applicable court or agency that such Personal Data will be Processed solely to the extent necessary and otherwise remain confidential.

13. CROSS-BORDER TRANSFERS OF PERSONAL DATA.

Customer is responsible for deciding the storage region where the Content it uploads to the Service should be stored. Wasabi will not transfer that Content to another location, except as set forth in the Services Agreement. Notwithstanding the foregoing, Wasabi may access or process Personal Data from countries other than the selected storage region, as set forth in this DPA, which may constitute a data transfer. Wasabi may Process (including through Subprocessors) the Personal Data in the countries identified in the list of Subprocessors referenced in Schedule C (including all applicable appendices). Customer is responsible for making an independent determination that any such transfer complies with or is otherwise permitted under the Data Protection Laws. Wasabi will, if so requested by Customer, provide reasonable assistance to Customer in performing a transfer impact assessment.

To the extent that any such transfer is governed by the GDPR or the UK GDPR, the Parties are deemed to have executed such Standard Contractual Clauses attached hereto, as applicable. Additionally, Customer may, if it so desires, electronically execute and download a copy of the [Standard Contractual Clauses](#).



14. CCPA AND CPRA.

To the extent that the CCPA and/or the CPRA apply to Wasabi's processing of Personal Data, Customer and Wasabi agree that Wasabi is acting as a Service Provider, strictly for the purpose of providing and supporting the Services as set forth in the Service Agreements, or as otherwise permitted by the CCPA and/or the CPRA.

15. TERM AND TERMINATION.

This DPA will remain in place and govern Wasabi's processing activities until such time as Wasabi no longer provides Services to Customer, unless this DPA is terminated or replaced before such time. In the event Wasabi retains Personal Data after the Services Agreements is terminated or expires for any reason, Wasabi will continue to comply with the confidentiality and privacy obligations hereunder until it is no longer in possession of Personal Data. In addition, any provision of this DPA that expressly or by implication should come into or continue in force on or after such period described in the foregoing sentence in order to protect Personal Data will remain in full force and effect. If a change in any of the Data Protection Laws prevents either Party from fulfilling all or part of its obligations under the Services Agreement or this DPA, the Parties will negotiate a change to this DPA, the Services, or the Services Agreement in good faith and will suspend the Processing of Personal Data until that Processing complies with the new requirements. If the Parties are unable to bring the Processing of Personal Data into compliance with the Data Protection Laws within a reasonable period, they may terminate the Services Agreement upon written notice to the other Party.

16. PERSONAL DATA RETURN AND DESTRUCTION.

The Services include certain features and functions that allow Customer to delete, export or copy all of the data uploaded by Customer to the Service at any time during the Term of the Services Agreement, and for a reasonable time thereafter. Thereafter, Wasabi will, and will require its Subprocessors to: (a) stop Processing Personal Data except as otherwise set forth herein; and (b) securely destroy all or any Personal Data related to this agreement in its possession or control, which includes deleting Customer's account, after which time Customer will no longer have access to the data uploaded.

Notwithstanding the foregoing, to the extent it is not commercially reasonable for Wasabi or its Subprocessors to remove Personal Data from archive or other backup media, Wasabi may retain Personal Data on such media in accordance with its backup or other disaster recovery procedures. If any applicable law or Legal Order requires Wasabi to retain any Personal Data that Wasabi would otherwise be required to return or destroy, it shall notify Customer in writing of that retention requirement, giving details of the Personal Data that it must retain, the legal basis for retention, and establishing a specific timeline for destruction once the retention requirement ends.

17. RECORDS AND AUDITS.

Wasabi will keep, and will require its Subprocessors to keep, reasonably detailed, accurate, and up-to-date books, records, and other documents (including computer files) regarding any Processing of Personal Data it carries out for Customer, including but not limited to, the access, control, and security of the Personal Data, approved Subprocessors and Affiliates, the Processing purposes, and any other records required by the applicable Data Protection Law (collectively, the "Records"). Such Records will be maintained during the Term and, unless Data Protection Law requires a longer retention period, for a period of at least ninety (90) days thereafter.

Upon Customer's request, not more than once every 12 (twelve) months, Wasabi will make available to Customer Records and other information as necessary, in Wasabi's sole discretion, to demonstrate Wasabi's (and its Subprocessors') material compliance with this DPA and any applicable Data Protection Laws. If Customer reasonably believes, after review of such Records, that Wasabi or its Subprocessors are not in material compliance with this DPA and any applicable Data Protection Laws, then Customer may request one follow up audit, to be



conducted at a time and place as determined by Wasabi, whereby additional detail will be provided to address any reasonable concerns raised.

18. MISCELLANEOUS.

18.1. Amendment. This Data Processing Agreement may not be amended or modified except in writing signed by authorized representatives of both Parties.

18.2. Severability. If any provision in this Data Processing Agreement is determined to be ineffective or void by any court or body of competent jurisdiction or by virtue of any legislation to which it is subject, it shall be ineffective or void to that extent only and the validity and enforceability of the remaining provisions of the Data Processing Agreement and the Services Agreement shall not be affected. The Parties shall promptly and in good faith replace the ineffective or void provision with a lawful provision that reflects the business purpose of the ineffective or void provision. The Parties shall similarly promptly and in good faith add any necessary appropriate provision where such a provision is found to be missing by any court or body of competent jurisdiction or by virtue of any legislation to which this Data Processing Agreement is subject.

18.3. Governing Law. This Data Processing Agreement shall be governed by and construed in accordance with law that governs the Services Agreement.

Schedule A

DATA PROCESSING PURPOSES AND DETAILS

- 1. Nature of the Processing.** Data storage and such other Services as initiated by Customer from time to time, as further set forth in the Services Agreement.
- 2. Purposes of the Processing.** The purpose of the data processing under this DPA is the provision of data storage and such other Services initiated by Customer from time to time, as further set forth in the Services Agreement.
- 3. Categories of Data Subjects.** Depending on Customer's use of the Services, the data subjects may include Customer's customers, employees, vendors, and end users.
- 4. Categories of Personal Data.** Depending on Customer's use of the Services, the categories of personal data may include without limitation, contact information such as name, email address, phone number or address, location data such as IP addresses, personal information, such as marital status, gender and birth date, authentication data such as passwords, audio and video, financial data.
- 5. Sensitive Data Processed (if any).** The Customer determines the Personal Data to be uploaded to the Services, including Sensitive Personal Data. Only the categories of Sensitive Personal Data uploaded by customer will be processed.
- 6. Duration of Processing.** The duration of the processing is continual, until Services are no longer provided in accordance with clauses 15 and 16 of this Data Processing Agreement.
- 7. Frequency of Processing.** Data will continue to be stored until deleted by customer or deleted as a result of account termination in accordance with clauses 15 and 16 of this Data Processing Agreement.

Schedule B

TECHNICAL AND ORGANISATIONAL MEASURES

Wasabi will maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Personal Data uploaded to the Services, as described in the Security Policies and Procedures applicable to the specific Services purchased by Customer, and accessible at <https://wasabi.com/security-policy> or otherwise made reasonably available by Wasabi. Wasabi will not materially decrease the overall security of the Services during a subscription term.

Schedule C

LIST OF SUBPROCESSORS

Please refer to <https://wasabi.com/legal/sub-processors/>

Schedule D

STANDARD CONTRACTUAL CLAUSES

(Controller – Processor)

(Only for Processing of Data Subjects in the European Economic Area, not in the United Kingdom)

SECTION I

Clause 1.

Purpose and scope

- (a) The purpose of these standard contractual clauses is to ensure compliance with the requirements of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation)⁽¹⁾ for the transfer of personal data to a third country.
- (b) The Parties.
 - (i) the natural or legal person(s), public authority/ies, agency/ies or other body/ies (hereinafter ‘entity/ies’) transferring the personal data, as listed in Annex I.A (hereinafter each ‘data exporter’), and
 - (ii) the entity/ies in a third country receiving the personal data from the data exporter, directly or indirectly via another entity also Party to these Clauses, as listed in Annex I.A (hereinafter each ‘data importer’) have agreed to these standard contractual clauses (hereinafter: ‘Clauses’).
- (c) These Clauses apply with respect to the transfer of personal data as specified in Annex I.B.
- (d) The Appendix to these Clauses containing the Annexes referred to therein forms an integral part of these Clauses.

Clause 2.

Effect and invariability of the Clauses

- (a) These Clauses set out appropriate safeguards, including enforceable data subject rights and effective legal remedies, pursuant to Article 46(1) and Article 46(2)(c) of Regulation (EU) 2016/679 and, with respect to data transfers from controllers to processors and/or processors to processors, standard contractual clauses pursuant to Article 28(7) of Regulation (EU) 2016/679, provided they are not modified, except to select the appropriate Module(s) or to add or update information in the Appendix. This does not prevent the Parties from including the standard contractual clauses laid down in these Clauses in a wider contract

¹ Where the data exporter is a processor subject to Regulation (EU) 2016/679 acting on behalf of a Union institution or body as controller, reliance on these Clauses when engaging another processor (sub-processing) not subject to Regulation (EU) 2016/679 also ensures compliance with Article 29(4) of Regulation (EU) 2018/1725 of the European Parliament and of the Council of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data, and repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC (OJ L 295, 21.11.2018, p. 39), to the extent these Clauses and the data protection obligations as set out in the contract or other legal act between the controller and the processor pursuant to Article 29(3) of Regulation (EU) 2018/1725 are aligned. This will in particular be the case where the controller and processor rely on the standard contractual clauses included in Decision 2021/915.

and/or to add other clauses or additional safeguards, provided that they do not contradict, directly or indirectly, these Clauses or prejudice the fundamental rights or freedoms of data subjects.

- (b) These Clauses are without prejudice to obligations to which the data exporter is subject by virtue of Regulation (EU) 2016/679.

Clause 3.

Third-party beneficiaries

- (a) Data subjects may invoke and enforce these Clauses, as third-party beneficiaries, against the data exporter and/or data importer, with the following exceptions:
 - (i) Clause 1, Clause 2, Clause 3, Clause 6, Clause 7;
 - (ii) Clause 8 - Clause 8.1(b), 8.9(a), (c), (d) and (e);
 - (iii) Clause 9 - Clause 9(a), (c), (d) and (e);
 - (iv) Clause 12 - Clause 12(a), (d) and (f);
 - (v) Clause 13;
 - (vi) Clause 15.1(c), (d) and (e);
 - (vii) Clause 16(e);
 - (viii) Clause 18 - Clause 18(a) and (b).
- (b) Paragraph (a) is without prejudice to rights of data subjects under Regulation (EU) 2016/679.

Clause 4.

Interpretation

- (a) Where these Clauses use terms that are defined in Regulation (EU) 2016/679, those terms shall have the same meaning as in that Regulation.
- (b) These Clauses shall be read and interpreted in the light of the provisions of Regulation (EU) 2016/679.
- (c) These Clauses shall not be interpreted in a way that conflicts with rights and obligations provided for in Regulation (EU) 2016/679.

Clause 5.

Hierarchy

In the event of a contradiction between these Clauses and the provisions of related agreements between the Parties, existing at the time these Clauses are agreed or entered into thereafter, these Clauses shall prevail.

Clause 6.

Description of the transfer(s)

The details of the transfer(s), and in particular the categories of personal data that are transferred and the purpose(s) for which they are transferred, are specified in Annex I.B.

Clause 7.

Docking Clause

- (a) An entity that is not a Party to these Clauses may, with the agreement of the Parties, accede to these Clauses at any time, either as a data exporter or as a data importer, by completing the Appendix and signing Annex I.A.
- (b) Once it has completed the Appendix and signed Annex I.A, the acceding entity shall become a Party to these Clauses and have the rights and obligations of a data exporter or data importer in accordance with its designation in Annex I.A.
- (c) The acceding entity shall have no rights or obligations arising under these Clauses from the period prior to becoming a Party.

SECTION II – OBLIGATIONS OF THE PARTIES

Clause 8.

Data protection safeguards

The data exporter warrants that it has used reasonable efforts to determine that the data importer is able, through the implementation of appropriate technical and organisational measures, to satisfy its obligations under these Clauses.

8.1. Instructions.

- (a) The data importer shall process the personal data only on documented instructions from the data exporter. The data exporter may give such instructions throughout the duration of the contract.
- (b) The data importer shall immediately inform the data exporter if it is unable to follow those instructions.

8.2. Purpose limitation. The data importer shall process the personal data only for the specific purpose(s) of the transfer, as set out in Annex I. B, unless on further instructions from the data exporter.

8.3. Transparency. On request, the data exporter shall make a copy of these Clauses, including the Appendix as completed by the Parties, available to the data subject free of charge. To the extent necessary to protect business secrets or other confidential information, including the measures described in Annex II and personal data, the data exporter may redact part of the text of the Appendix to these Clauses prior to sharing a copy, but shall provide a meaningful summary where the data subject would otherwise not be able to understand the its content or exercise his/her rights. On request, the Parties shall provide the data subject with the reasons for the redactions, to the extent possible without revealing the redacted information. This Clause is without prejudice to the obligations of the data exporter under Articles 13 and 14 of Regulation (EU) 2016/679.

8.4. Accuracy. If the data importer becomes aware that the personal data it has received is inaccurate, or has become outdated, it shall inform the data exporter without undue delay. In this case, the data importer shall cooperate with the data exporter to erase or rectify the data.

8.5. Duration of processing and erasure or return of data.

Processing by the data importer shall only take place for the duration specified in Annex I.B. After the end of the provision of the processing services, the data importer shall, at the choice of the data exporter, delete all personal

data processed on behalf of the data exporter and certify to the data exporter that it has done so, or return to the data exporter all personal data processed on its behalf and delete existing copies. Until the data is deleted or returned, the data importer shall continue to ensure compliance with these Clauses. In case of local laws applicable to the data importer that prohibit return or deletion of the personal data, the data importer warrants that it will continue to ensure compliance with these Clauses and will only process it to the extent and for as long as required under that local law. This is without prejudice to Clause 14, in particular the requirement for the data importer under Clause 14(e) to notify the data exporter throughout the duration of the contract if it has reason to believe that it is or has become subject to laws or practices not in line with the requirements under Clause 14(a).

8.6. Security of processing.

- (a) The data importer and, during transmission, also the data exporter shall implement appropriate technical and organisational measures to ensure the security of the data, including protection against a breach of security leading to accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access to that data (hereinafter 'personal data breach'). In assessing the appropriate level of security, the Parties shall take due account of the state of the art, the costs of implementation, the nature, scope, context and purpose(s) of processing and the risks involved in the processing for the data subjects. The Parties shall in particular consider having recourse to encryption or pseudonymisation, including during transmission, where the purpose of processing can be fulfilled in that manner. In case of pseudonymisation, the additional information for attributing the personal data to a specific data subject shall, where possible, remain under the exclusive control of the data exporter. In complying with its obligations under this paragraph, the data importer shall at least implement the technical and organisational measures specified in Annex II. The data importer shall carry out regular checks to ensure that these measures continue to provide an appropriate level of security.
- (b) The data importer shall grant access to the personal data to members of its personnel only to the extent strictly necessary for the implementation, management and monitoring of the contract. It shall ensure that persons authorised to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.
- (c) In the event of a personal data breach concerning personal data processed by the data importer under these Clauses, the data importer shall take appropriate measures to address the breach, including measures to mitigate its adverse effects. The data importer shall also notify the data exporter without undue delay after having become aware of the breach. Such notification shall contain the details of a contact point where more information can be obtained, a description of the nature of the breach (including, where possible, categories and approximate number of data subjects and personal data records concerned), its likely consequences and the measures taken or proposed to address the breach including, where appropriate, measures to mitigate its possible adverse effects. Where, and in so far as, it is not possible to provide all information at the same time, the initial notification shall contain the information then available and further information shall, as it becomes available, subsequently be provided without undue delay.
- (d) The data importer shall cooperate with and assist the data exporter to enable the data exporter to comply with its obligations under Regulation (EU) 2016/679, in particular to notify the competent supervisory authority and the affected data subjects, taking into account the nature of processing and the information available to the data importer.

8.7. Sensitive data.

Where the transfer involves personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, genetic data, or biometric data for the purpose of uniquely identifying a natural person, data concerning health or a person's sex life or sexual orientation, or data relating to criminal convictions and offences (hereinafter 'sensitive data'), the data importer shall apply the specific restrictions and/or additional safeguards described in Annex I.B.

8.8. Onward transfers.

The data importer shall only disclose the personal data to a third party on documented instructions from the data exporter. In addition, the data may only be disclosed to a third party located outside the European Union⁽²⁾ (in the same country as the data importer or in another third country, hereinafter 'onward transfer') if the third party is or agrees to be bound by these Clauses, under the appropriate Module, or if:

- (i) the onward transfer is to a country benefitting from an adequacy decision pursuant to Article 45 of Regulation (EU) 2016/679 that covers the onward transfer;
- (ii) the third party otherwise ensures appropriate safeguards pursuant to Articles 46 or 47 Regulation of (EU) 2016/679 with respect to the processing in question;
- (iii) the onward transfer is necessary for the establishment, exercise or defence of legal claims in the context of specific administrative, regulatory or judicial proceedings; or
- (iv) the onward transfer is necessary in order to protect the vital interests of the data subject or of another natural person.

Any onward transfer is subject to compliance by the data importer with all the other safeguards under these Clauses, in particular purpose limitation.

8.9. Documentation and compliance.

- (a) The data importer shall promptly and adequately deal with enquiries from the data exporter that relate to the processing under these Clauses.
- (b) The Parties shall be able to demonstrate compliance with these Clauses. In particular, the data importer shall keep appropriate documentation on the processing activities carried out on behalf of the data exporter.
- (c) The data importer shall make available to the data exporter all information necessary to demonstrate compliance with the obligations set out in these Clauses and at the data exporter's request, allow for and contribute to audits of the processing activities covered by these Clauses, at reasonable intervals or if there are indications of non-compliance. In deciding on a review or audit, the data exporter may take into account relevant certifications held by the data importer.
- (d) The data exporter may choose to conduct the audit by itself or mandate an independent auditor. Audits may include inspections at the premises or physical facilities of the data importer and shall, where appropriate, be carried out with reasonable notice.

² The Agreement on the European Economic Area (EEA Agreement) provides for the extension of the European Union's internal market to the three EEA States Iceland, Liechtenstein and Norway. The Union data protection legislation, including Regulation (EU) 2016/679, is covered by the EEA Agreement and has been incorporated into Annex XI thereto. Therefore, any disclosure by the data importer to a third party located in the EEA does not qualify as an onward transfer for the purpose of these Clauses.

- (e) The Parties shall make the information referred to in paragraphs (b) and (c), including the results of any audits, available to the competent supervisory authority on request.

Clause 9.

Use of sub-processors

- (a) The data importer has the data exporter's general authorisation for the engagement of sub-processor(s) from an agreed list. The data importer shall specifically inform the data exporter in writing of any intended changes to that list through the addition or replacement of sub-processors at least thirty (30) days in advance, thereby giving the data exporter sufficient time to be able to object to such changes prior to the engagement of the sub-processor(s). The data importer shall provide the data exporter with the information necessary to enable the data exporter to exercise its right to object.
- (b) Where the data importer engages a sub-processor to carry out specific processing activities (on behalf of the data exporter), it shall do so by way of a written contract that provides for, in substance, the same data protection obligations as those binding the data importer under these Clauses, including in terms of third-party beneficiary rights for data subjects⁽³⁾. The Parties agree that, by complying with this Clause, the data importer fulfils its obligations under Clause 8.8. The data importer shall ensure that the sub-processor complies with the obligations to which the data importer is subject pursuant to these Clauses.
- (c) The data importer shall provide, at the data exporter's request, a copy of such a sub-processor agreement and any subsequent amendments to the data exporter. To the extent necessary to protect business secrets or other confidential information, including personal data, the data importer may redact the text of the agreement prior to sharing a copy.
- (d) The data importer shall remain fully responsible to the data exporter for the performance of the sub-processor's obligations under its contract with the data importer. The data importer shall notify the data exporter of any failure by the sub-processor to fulfil its obligations under that contract.
- (e) The data importer shall agree a third-party beneficiary clause with the sub-processor whereby in the event the data importer has factually disappeared, ceased to exist in law or has become insolvent the data exporter shall have the right to terminate the sub-processor contract and to instruct the sub-processor to erase or return the personal data.

Clause 10.

Data subject rights

- (a) The data importer shall promptly notify the data exporter of any request it has received from a data subject. It shall not respond to that request itself unless it has been authorised to do so by the data exporter.
- (b) The data importer shall assist the data exporter in fulfilling its obligations to respond to data subjects' requests for the exercise of their rights under Regulation (EU) 2016/679. In this regard, the Parties shall set out in Annex II the appropriate technical and organisational measures, taking into account the nature of the processing, by which the assistance shall be provided, as well as the scope and the extent of the assistance required.

³ This requirement may be satisfied by the sub-processor acceding to these Clauses under the appropriate Module, in accordance with Clause 7.

- (c) In fulfilling its obligations under paragraphs (a) and (b), the data importer shall comply with the instructions from the data exporter.

Clause 11.

Redress

- (a) The data importer shall inform data subjects in a transparent and easily accessible format, through individual notice or on its website, of a contact point authorised to handle complaints. It shall deal promptly with any complaints it receives from a data subject.
- (b) In case of a dispute between a data subject and one of the Parties as regards compliance with these Clauses, that Party shall use its best efforts to resolve the issue amicably in a timely fashion. The Parties shall keep each other informed about such disputes and, where appropriate, cooperate in resolving them.
- (c) Where the data subject invokes a third-party beneficiary right pursuant to Clause 3, the data importer shall accept the decision of the data subject to:
 - (i) lodge a complaint with the supervisory authority in the Member State of his/her habitual residence or place of work, or the competent supervisory authority pursuant to Clause 13;
 - (ii) refer the dispute to the competent courts within the meaning of Clause 18.
- (d) The Parties accept that the data subject may be represented by a not-for-profit body, organisation or association under the conditions set out in Article 80(1) of Regulation (EU) 2016/679.
- (e) The data importer shall abide by a decision that is binding under the applicable EU or Member State law.
- (f) The data importer agrees that the choice made by the data subject will not prejudice his/her substantive and procedural rights to seek remedies in accordance with applicable laws.

Clause 12.

Liability

- (a) Each Party shall be liable to the other Party/ies for any damages it causes the other Party/ies by any breach of these Clauses.
- (b) The data importer shall be liable to the data subject, and the data subject shall be entitled to receive compensation, for any material or non-material damages the data importer or its sub-processor causes the data subject by breaching the third-party beneficiary rights under these Clauses.
- (c) Notwithstanding paragraph (b), the data exporter shall be liable to the data subject, and the data subject shall be entitled to receive compensation, for any material or non-material damages the data exporter or the data importer (or its sub-processor) causes the data subject by breaching the third-party beneficiary rights under these Clauses. This is without prejudice to the liability of the data exporter and, where the data exporter is a processor acting on behalf of a controller, to the liability of the controller under Regulation (EU) 2016/679 or Regulation (EU) 2018/1725, as applicable.
- (d) The Parties agree that if the data exporter is held liable under paragraph (c) for damages caused by the data importer (or its sub-processor), it shall be entitled to claim back from the data importer that part of the compensation corresponding to the data importer's responsibility for the damage.

- (e) Where more than one Party is responsible for any damage caused to the data subject as a result of a breach of these Clauses, all responsible Parties shall be jointly and severally liable and the data subject is entitled to bring an action in court against any of these Parties.
- (f) The Parties agree that if one Party is held liable under paragraph (e), it shall be entitled to claim back from the other Party/ies that part of the compensation corresponding to its/their responsibility for the damage.
- (g) The data importer may not invoke the conduct of a sub-processor to avoid its own liability.

Clause 13.

Supervision

- (a) [Where the data exporter is established in an EU Member State:] The supervisory authority with responsibility for ensuring compliance by the data exporter with Regulation (EU) 2016/679 as regards the data transfer, as indicated in Annex I.C, shall act as competent supervisory authority.

[Where the data exporter is not established in an EU Member State, but falls within the territorial scope of application of Regulation (EU) 2016/679 in accordance with its Article 3(2) and has appointed a representative pursuant to Article 27(1) of Regulation (EU) 2016/679:] The supervisory authority of the Member State in which the representative within the meaning of Article 27(1) of Regulation (EU) 2016/679 is established, as indicated in Annex I.C, shall act as competent supervisory authority.

[Where the data exporter is not established in an EU Member State, but falls within the territorial scope of application of Regulation (EU) 2016/679 in accordance with its Article 3(2) without however having to appoint a representative pursuant to Article 27(2) of Regulation (EU) 2016/679:] The supervisory authority of one of the Member States in which the data subjects whose personal data is transferred under these Clauses in relation to the offering of goods or services to them, or whose behaviour is monitored, are located, as indicated in Annex I.C, shall act as competent supervisory authority.

- (b) The data importer agrees to submit itself to the jurisdiction of and cooperate with the competent supervisory authority in any procedures aimed at ensuring compliance with these Clauses. In particular, the data importer agrees to respond to enquiries, submit to audits and comply with the measures adopted by the supervisory authority, including remedial and compensatory measures. It shall provide the supervisory authority with written confirmation that the necessary actions have been taken.

SECTION III – LOCAL LAWS AND OBLIGATIONS IN CASE OF ACCESS BY PUBLIC AUTHORITIES

Clause 14.

Local laws and practices affecting compliance with the Clauses

- (a) The Parties warrant that they have no reason to believe that the laws and practices in the third country of destination applicable to the processing of the personal data by the data importer, including any requirements to disclose personal data or measures authorising access by public authorities, prevent the data importer from fulfilling its obligations under these Clauses. This is based on the understanding that laws and practices that respect the essence of the fundamental rights and freedoms and do not exceed what is necessary and proportionate in a democratic society to safeguard one of the objectives listed in Article 23(1) of Regulation (EU) 2016/679, are not in contradiction with these Clauses.
- (b) The Parties declare that in providing the warranty in paragraph (a), they have taken due account in particular of the following elements:

- (i) the specific circumstances of the transfer, including the length of the processing chain, the number of actors involved and the transmission channels used; intended onward transfers; the type of recipient; the purpose of processing; the categories and format of the transferred personal data; the economic sector in which the transfer occurs; the storage location of the data transferred;
 - (ii) the laws and practices of the third country of destination including those requiring the disclosure of data to public authorities or authorising access by such authorities relevant in light of the specific circumstances of the transfer, and the applicable limitations and safeguards⁽⁴⁾;
 - (iii) any relevant contractual, technical or organisational safeguards put in place to supplement the safeguards under these Clauses, including measures applied during transmission and to the processing of the personal data in the country of destination.
- (c) The data importer warrants that, in carrying out the assessment under paragraph (b), it has made its best efforts to provide the data exporter with relevant information and agrees that it will continue to cooperate with the data exporter in ensuring compliance with these Clauses.
- (d) The Parties agree to document the assessment under paragraph (b) and make it available to the competent supervisory authority on request.
- (e) The data importer agrees to notify the data exporter promptly if, after having agreed to these Clauses and for the duration of the contract, it has reason to believe that it is or has become subject to laws or practices not in line with the requirements under paragraph (a), including following a change in the laws of the third country or a measure (such as a disclosure request) indicating an application of such laws in practice that is not in line with the requirements in paragraph (a).
- (f) Following a notification pursuant to paragraph (e), or if the data exporter otherwise has reason to believe that the data importer can no longer fulfil its obligations under these Clauses, the data exporter shall promptly identify appropriate measures (e.g. technical or organisational measures to ensure security and confidentiality) to be adopted by the data exporter and/or data importer to address the situation. The data exporter shall suspend the data transfer if it considers that no appropriate safeguards for such transfer can be ensured, or if instructed by the competent supervisory authority to do so. In this case, the data exporter shall be entitled to terminate the contract, insofar as it concerns the processing of personal data under these Clauses. If the contract involves more than two Parties, the data exporter may exercise this right to termination only with respect to the relevant Party, unless the Parties have agreed otherwise. Where the contract is terminated pursuant to this Clause, Clause 16(d) and (e) shall apply.

⁴ As regards the impact of such laws and practices on compliance with these Clauses, different elements may be considered as part of an overall assessment. Such elements may include relevant and documented practical experience with prior instances of requests for disclosure from public authorities, or the absence of such requests, covering a sufficiently representative time-frame. This refers in particular to internal records or other documentation, drawn up on a continuous basis in accordance with due diligence and certified at senior management level, provided that this information can be lawfully shared with third parties. Where this practical experience is relied upon to conclude that the data importer will not be prevented from complying with these Clauses, it needs to be supported by other relevant, objective elements, and it is for the Parties to consider carefully whether these elements together carry sufficient weight, in terms of their reliability and representativeness, to support this conclusion. In particular, the Parties have to take into account whether their practical experience is corroborated and not contradicted by publicly available or otherwise accessible, reliable information on the existence or absence of requests within the same sector and/or the application of the law in practice, such as case law and reports by independent oversight bodies.

Clause 15.

Obligations of the data importer in case of access by public authorities

15.1. Notification.

- (a) The data importer agrees to notify the data exporter and, where possible, the data subject promptly (if necessary with the help of the data exporter) if it:
 - (i) receives a legally binding request from a public authority, including judicial authorities, under the laws of the country of destination for the disclosure of personal data transferred pursuant to these Clauses; such notification shall include information about the personal data requested, the requesting authority, the legal basis for the request and the response provided; or
 - (ii) becomes aware of any direct access by public authorities to personal data transferred pursuant to these Clauses in accordance with the laws of the country of destination; such notification shall include all information available to the importer.
- (b) If the data importer is prohibited from notifying the data exporter and/or the data subject under the laws of the country of destination, the data importer agrees to use its best efforts to obtain a waiver of the prohibition, with a view to communicating as much information as possible, as soon as possible. The data importer agrees to document its best efforts in order to be able to demonstrate them on request of the data exporter.
- (c) Where permissible under the laws of the country of destination, the data importer agrees to provide the data exporter, at regular intervals for the duration of the contract, with as much relevant information as possible on the requests received (in particular, number of requests, type of data requested, requesting authority/ies, whether requests have been challenged and the outcome of such challenges, etc.).
- (d) The data importer agrees to preserve the information pursuant to paragraph (a) to (c) for the duration of the contract and make it available to the competent supervisory authority on request.
- (e) Paragraphs (a) to (c) are without prejudice to the obligation of the data importer pursuant to Clause 14(e) and Clause 16 to inform the data exporter promptly where it is unable to comply with these Clauses.

15.2. Review of legality and data minimisation.

- (a) The data importer agrees to review the legality of the request for disclosure, in particular whether it remains within the powers granted to the requesting public authority, and to challenge the request if, after careful assessment, it concludes that there are reasonable grounds to consider that the request is unlawful under the laws of the country of destination, applicable obligations under international law and principles of international comity. The data importer shall, under the same conditions, pursue possibilities of appeal. When challenging a request, the data importer shall seek interim measures with a view to suspending the effects of the request until the competent judicial authority has decided on its merits. It shall not disclose the personal data requested until required to do so under the applicable procedural rules. These requirements are without prejudice to the obligations of the data importer under Clause 14(e).
- (b) The data importer agrees to document its legal assessment and any challenge to the request for disclosure and, to the extent permissible under the laws of the country of destination, make the

documentation available to the data exporter. It shall also make it available to the competent supervisory authority on request.

- (c) The data importer agrees to provide the minimum amount of information permissible when responding to a request for disclosure, based on a reasonable interpretation of the request.

SECTION IV – FINAL PROVISIONS

Clause 16.

Non-compliance with the Clauses and termination

- (a) The data importer shall promptly inform the data exporter if it is unable to comply with these Clauses, for whatever reason.
- (b) In the event that the data importer is in breach of these Clauses or unable to comply with these Clauses, the data exporter shall suspend the transfer of personal data to the data importer until compliance is again ensured or the contract is terminated. This is without prejudice to Clause 14(f).
- (c) The data exporter shall be entitled to terminate the contract, insofar as it concerns the processing of personal data under these Clauses, where:
 - (i) the data exporter has suspended the transfer of personal data to the data importer pursuant to paragraph (b) and compliance with these Clauses is not restored within a reasonable time and in any event within one month of suspension;
 - (ii) the data importer is in substantial or persistent breach of these Clauses; or
 - (iii) the data importer fails to comply with a binding decision of a competent court or supervisory authority regarding its obligations under these Clauses.

In these cases, it shall inform the competent supervisory authority of such non-compliance. Where the contract involves more than two Parties, the data exporter may exercise this right to termination only with respect to the relevant Party, unless the Parties have agreed otherwise.

- (d) Personal data that has been transferred prior to the termination of the contract pursuant to paragraph (c) shall at the choice of the data exporter immediately be returned to the data exporter or deleted in its entirety. The same shall apply to any copies of the data. The data importer shall certify the deletion of the data to the data exporter. Until the data is deleted or returned, the data importer shall continue to ensure compliance with these Clauses. In case of local laws applicable to the data importer that prohibit the return or deletion of the transferred personal data, the data importer warrants that it will continue to ensure compliance with these Clauses and will only process the data to the extent and for as long as required under that local law.
- (e) Either Party may revoke its agreement to be bound by these Clauses where (i) the European Commission adopts a decision pursuant to Article 45(3) of Regulation (EU) 2016/679 that covers the transfer of personal data to which these Clauses apply; or (ii) Regulation (EU) 2016/679 becomes part of the legal framework of the country to which the personal data is transferred. This is without prejudice to other obligations applying to the processing in question under Regulation (EU) 2016/679.

Clause 17.

Governing law

These Clauses shall be governed by the law of one of the EU Member States, provided such law allows for third-party beneficiary rights. The Parties agree that this shall be the law of Ireland.

Clause 18.

Choice of forum and jurisdiction

- (a) Any dispute arising from these Clauses shall be resolved by the courts of an EU Member State.
- (b) The Parties agree that those shall be the courts of Ireland.
- (c) A data subject may also bring legal proceedings against the data exporter and/or data importer before the courts of the Member State in which he/she has his/her habitual residence.
- (d) The Parties agree to submit themselves to the jurisdiction of such courts.

ANNEX I

A. LIST OF PARTIES

Data exporter(s):

Name: As noted in the applicable Wasabi account holder information.

Address: As noted in the applicable Wasabi account holder information.

Contact person's name, position and contact details: As noted in the applicable Wasabi account holder information.

Activities relevant to the data transferred under these Clauses: Data storage

Signature and date: Electronically signed

Role (controller/processor): Controller

Data importer(s):

Name: Wasabi Technologies LLC

Address: 111 Huntington Ave., Suite 2860; Boston, MA 02199

Contact person's name, position and contact details: Legal Department, 1-617-307-7912, privacy@wasabi.com

Activities relevant to the data transferred under these Clauses: Uploading data to be stored and downloading stored data

Signature and date: Electronically signed

Role (controller/processor): Processor

B. DESCRIPTION OF TRANSFER

As set forth in Schedule A to the Data Processing Addendum.

C. COMPETENT SUPERVISORY AUTHORITY

Identify the competent supervisory authority/ies in accordance with Clause 13:

Ireland

ANNEX II

TECHNICAL AND ORGANISATIONAL MEASURES

See Schedule B to the Data Processing Addendum.

ANNEX III

LIST OF SUB-PROCESSORS

See Schedule C to the Data Processing Agreement

Schedule E

INTERNATIONAL DATA TRANSFER ADDENDUM TO THE EU COMMISSION STANDARD CONTRACTUAL CLAUSES

VERSION B1.0, in force 21 March 2022

This Addendum has been issued by the Information Commissioner for Parties making Restricted Transfers. The Information Commissioner considers that it provides Appropriate Safeguards for Restricted Transfers when it is entered into as a legally binding contract.

Part 1: Tables

Table 1: Parties

Start date		
The Parties	Exporter (who sends the Restricted Transfer)	Importer (who receives the Restricted Transfer)
Parties' details	<p>Full legal name: <i>As noted in the applicable Wasabi account holder information.</i></p> <p>Trading name (if different): [REDACTED]</p> <p>Main address (if a company registered address): <i>As noted in the applicable Wasabi account holder information.</i></p> <p>Official registration number (if any) (company number or similar identifier): [REDACTED]</p>	<p>Full legal name: Wasabi Technologies LLC</p> <p>Trading name (if different): [REDACTED]</p> <p>Main address (if a company registered address): 111 Huntington Ave., Suite 2860; Boston, MA 02199</p> <p>Official registration number (if any) (company number or similar identifier): [REDACTED]</p>
Key Contact	<p>Full Name (optional): [REDACTED]</p> <p>Job Title: [REDACTED]</p> <p>Contact details including email: <i>As noted in the applicable Wasabi account holder information.</i></p>	<p>Full Name (optional): [REDACTED]</p> <p>Job Title: Legal Department</p> <p>Contact details including email: privacy@wasabi.com</p>
Signature (if required for the purposes of Section 2)		

Table 2: Selected SCCs, Modules and Selected Clauses

Addendum EU SCCs		<input type="checkbox"/> The version of the Approved EU SCCs which this Addendum is appended to, detailed below, including the Appendix Information: Date: <input type="text"/> Reference (if any): <input type="text"/> Other identifier (if any): <input type="text"/> Or <input checked="" type="checkbox"/> the Approved EU SCCs, including the Appendix Information and with only the following modules, clauses or optional provisions of the Approved EU SCCs brought into effect for the purposes of this Addendum:				
		Module	Module in operation	Clause 7 (Docking Clause)	Clause 11 (Option)	Clause 9a (Prior Authorisation or General Authorisation)
1						
2	X	X		General Authorisation	30 days	
3						
4						

Table 3: Appendix Information

“**Appendix Information**” means the information which must be provided for the selected modules as set out in the Appendix of the Approved EU SCCs (other than the Parties), and which for this Addendum is set out in:

Annex IA: List of Parties: Annex I
Annex IB: Description of Transfer: Annex I
Annex II: Technical and organisational measures including technical and organisational measures to ensure the security of the data: Schedule B
Annex III: List of Sub processors (Modules 2 and 3 only): Schedule C

Table 4: Ending this Addendum when the Approved Addendum Changes

Ending this Addendum when the Approved Addendum changes	Which Parties may end this Addendum as set out in Section 19: <input checked="" type="checkbox"/> Importer <input checked="" type="checkbox"/> Exporter <input type="checkbox"/> neither Party
----------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Part 2: Mandatory Clauses

Part 2: Mandatory Clauses of the Approved Addendum, being the template Addendum B.1.0 issued by the ICO and laid before Parliament in accordance with s119A of the Data Protection Act 2018 on 2 February 2022, as it is revised under Section 18 of those Mandatory Clauses.

Wasabi Service Level Agreement

This Wasabi Service Level Agreement (“SLA”) sets forth the service levels provided by Wasabi with respect to Wasabi’s services (the “Wasabi Service”) provided under the terms of the Wasabi Customer Agreement (the “Customer Agreement”) separately agreed between the applicable Wasabi entity (“Wasabi”, “we”, “us” or “ours”) and you (“you” or “your”). Unless otherwise provided herein, this SLA is subject to the terms of the Customer Agreement and capitalized terms will have the meaning specified in the Customer Agreement. We reserve the right to change the terms of this SLA in accordance with the Customer Agreement.

1. Maintenance: You acknowledge that the Wasabi Service may be unavailable due to maintenance performed by Wasabi. Wasabi will use reasonable efforts to schedule maintenance during non-peak usage hours. Wasabi’s scheduled maintenance for the Wasabi Service (as well as any unscheduled, emergency maintenance, to the extent Wasabi is able to provide any advance notice) will be notified to you via the Wasabi Service or at status.wasabi.com. We will endeavor to limit actual maintenance outages to the minimum necessary to provide a consistent and reliable Wasabi Service to you.

2. Service Availability: Wasabi will use commercially reasonable efforts to ensure the Wasabi Service is available in accordance with the Monthly Uptime Percentage. The “Monthly Uptime Percentage” is calculated by subtracting from 100%, the average of the Error Rates from each five-minute period in the monthly billing cycle. “Error Rate” means: (i) the total number of internal server errors returned by Wasabi as error status “Internal Error” or “Service Unavailable” divided by (ii) the total number of requests for the applicable request type during that five-minute period. We will calculate the Error Rate for basic services (read / write / delete) for each Wasabi region, from multiple external locations. Failure from more than two of these locations for two consecutive attempts one minute apart, constitutes an internal service error. The calculation of the number of internal server errors will not include errors that arise directly or indirectly as a result of any of the SLA Exclusions specified in Section 3 below.

If availability is impacted by factors other than those used in our calculation of the Error Rate, then we may issue a Service Credit considering such factors at our discretion.

3. SLA Exclusions: This SLA does not apply to any unavailability, suspension or termination of the Wasabi Service, or any other Wasabi Service performance issues: (i) caused by factors outside of our reasonable control, including any force majeure event or Internet access or related problems beyond the demarcation point of the Wasabi Service; (ii) that result from any actions or inactions of you or any third party; (iii) that result from your equipment, software or other technology and/or third party equipment, software or other technology (other than third party equipment within our direct control); (iv) that result from scheduled or emergency maintenance activities for the Services; (v) arising from our suspension and termination of your right to use the Wasabi Service in accordance with the Customer Agreement, or (vi) Wasabi’s scheduled maintenance, which will be notified to you via the Wasabi Service or at status.wasabi.com, as well as any unscheduled emergency maintenance.

Further, all test, development, beta, sandbox and other non-production environments are expressly excluded from this SLA, and no Service Credits shall be available for unavailability of any such environment.

4. Calculation of Service Credits: In the event Wasabi doesn’t meet the Monthly Uptime Percentage (except due to any SLA Exclusions), then upon your written request, we will provide you with a credit against your standard fees for the Wasabi Service (“Service Credit”). Service Credits are calculated as a percentage of the total fees paid by you for the Wasabi Service for the billing cycle in which the error occurred, as set forth below. A Service Credit will be applicable and issued only if the credit amount for the applicable monthly billing cycle is greater than one dollar (\$1 USD). We will apply any Service Credits only against future payments otherwise due from you for the Services. We may, at our option, elect to issue the Service Credit to the credit card you used to

pay the fees during the billing cycle in which the error occurred. Service Credits may not be transferred or applied to any account other than the account in which the error occurred, as set forth below.

Service Credits

Monthly Uptime Percentage	Service Credit Percentage
Equal to or greater than 99.0% but less than 99.9%	10%
Less than 99.0%	25%

You must be current on all payments to Wasabi in order to be eligible for Service Credits. The aggregate maximum number of Service Credits to be issued by Wasabi to you in a single billing month will not exceed 50% of the amount due by you for the applicable Wasabi Service for the applicable month. Service Credits will be made in the form of a monetary credit applied to future use of the Wasabi Service.

Your sole and exclusive remedy for any unavailability, non-performance, or other failure by us to provide the Services is the receipt of a Service Credit (if eligible) in accordance with the terms of this SLA.

Credit Request and Payment Procedures

To receive a Service Credit, you must submit a claim to support@wasabi.com. To be eligible, the credit request must be received by us by the end of the second billing cycle after which the incident occurred and must clearly (a) indicate in the subject line that it is a Service Credit request; (b) specify the dates and times of each incident of non-zero Error Rates that you are claiming; and (c) document the errors and corroborate your claimed outage (any confidential or sensitive information in these logs should be removed or replaced with asterisks).

If your request is validated by us, then we will issue the Service Credit to you within one billing cycle following the month in which your request is confirmed by us. If you do not timely submit a written request for a Service Credit, you forfeit all rights to receive a Service Credit for billing cycle in question.

Privacy Policy

Last Update: October 30, 2023

We have withdrawn from the EU-U.S. Privacy Shield Framework and Swiss-U.S. Privacy Shield Framework as set forth by the U.S. Department of Commerce regarding the collection, use, and retention of personal information transferred from the European Union and Switzerland to the United States, and instead now describe our transfer of personal information from the EEA and the UK through the use of the EU and UK Standard Contractual Clauses or an adequacy decision from the European Commission. However, we may choose to re-certify under any new Framework that may be instituted in the future.

This Privacy Policy (the “Policy”) describes how Wasabi Holding Company, Inc. and its subsidiaries (Wasabi Technologies -for more details, see “Contact Information” below) (“Wasabi,” “we,” “our” or “us”) collect, use, and share information in connection with your use of our websites (the “Sites”), as well as any products, services, and/or applications available on or through the Sites (collectively, the “Services”). However, this Policy does not apply to information customers or users (“users”, “you,” or “your”) may process when using our Services.

The information we collect includes “personal data,” which is any information about an identifiable individual, as further set forth in this Policy. Wasabi is the sole owner of the information collected on the Sites or through your use of the Services. We will not sell, share, or rent this information to others in ways different from what is disclosed in this Policy.

Further, Wasabi respects your privacy and is committed to protecting your personal data in line with the General Data Protection Regulation - Regulation (EU) 2016/679 (“GDPR”). This Policy will inform you as to how we will look after your personal data when you interact with us, including visiting our Sites. It also tells you about your rights in relation to your personal data.

We recommend that you read this Policy in full to ensure you are fully informed regarding our privacy practices. If you have any questions about this Policy or Wasabi’s data collection, use, and disclosure practices, please contact us at privacy@wasabi.com.

We have appointed our advisors, Rebel Legal, to act as our representative for data protection purposes in the UK. If you are based in the UK, you may contact our UK representative at Jonathan@rebel-legal.com.

A. Information We May Collect

We may collect and receive information about users of our Sites or Services from various sources, including: (i) information you provide through your user account on the Services (your "Account") if you register for the Services; (ii) your use of the Sites or Services; and (iii) from third-party websites, services, and partners. You can use some of the features of the Sites or Services without registering, thereby limiting the type of information that we collect.

1. Information You Provide

(i) Account Registration or Contact Information. When you register for an Account, the information we may collect from you includes your name, mailing address, email address, phone number, and past purchases (collectively, "Contact Information"). Wasabi also allows you to voluntarily provide us with Contact Information through our Sites when requesting further information, or when signing up for newsletters or other contact from us.

(ii) Payment Information. When you add your payment information (including any credit card information) to your Account, that information is directed to our third-party payment processor. We do not store any of your payment or credit card information on our systems; however, we have access to, and may retain, subscriber information through our third-party payment processor.

(iii) Communications. If you contact us directly, we may receive additional information about you such as your name, email address, phone number, the contents of the message and/or attachments you may send us, and any other information you may choose to provide. We may also receive a confirmation when you open an email from us. Further, if you have requested information or if you have purchased Services from us in the past, or you have downloaded or accessed any demonstrations or training with respect to Wasabi Technologies and/or the Services, we may use this information to provide you with news, offers for upgrades, discounts and other marketing information. If you do not wish to receive such marketing communications from us, you can opt-out or "unsubscribe") in the manner designated in the marketing communication or by contacting us at privacy@wasabi.com. However, please note that even if you opt-

out or unsubscribe, we may still contact you for informational, transactional, account-related, or similar purposes.

(iv) Forum Use. If you use a blog, bulletin board or similar means of communication on or through our Sites, you should be aware that any data you submit there can be read, collected, or used by other users of these forums. We use industry standard measures, including administrative, technical, and physical safeguards, to help protect personal data from loss, theft, misuse, and unauthorized access, disclosure, alteration, and destruction. However, no data transmission over the Internet can be guaranteed to be entirely secure. As a result, while we always use all reasonable efforts to protect your personal data, we cannot guarantee the security of your information and the submission of data is at your own risk.

(v) Surveys and Responsive Requests

From time to time, we may use your Contact Information to request information from you via surveys or similar responsive requests. Participation in these surveys or responsive requests is completely voluntary and you have a choice whether or not to disclose any information requested. Information requested may include contact information (such as name, email and address), and demographic information (such as zip code, age level, education, etc.). If you give us personal information about somebody else, such as a spouse or work colleague, we will assume that you have their permission to do so. Survey information may be used to monitor or improve the use and satisfaction of the Sites or the Services.

2. Information Collected Through Use of the Sites or Services

(i) Cookies and Other Tracking Technologies. We use different kinds of cookies on our website in order to provide you the best online experience, which are stored by your browser for record-keeping purposes. In order to collect this information, a cookie may be set on your computer or device when you visit our Sites or use the Services. Further, third-party vendors (such as AdRoll and Google) may use the cookie information about your prior visits to the Sites in order to place targeted Wasabi advertisements on other sites you visit.

You may choose to set your web browser to refuse cookies. A user who does not accept cookies from our Sites may not be able to access certain areas of the Sites. Many browsers have an option for disabling cookies, which may prevent your browser from accepting new cookies or enable selective use of cookies. Please note that, if you choose not to accept cookies, some features and the personalization of our Sites or Services may no longer work for you. You will continue to receive advertising material but it will not be tailored to your interests.

Cookies contain a small amount of information that allows our web servers to recognize you. Through the use of cookie technology or otherwise, we may track and collect information about your computer and software when you visit the Sites or use Services. This information may include, but is not limited to, internet protocol (IP) addresses, browser type and language, internet service provider (ISP), referring/exit pages, type of computer, operating system, date/time stamp (as well as pages viewed and how long you spend on a page), clickstream data, landing page, and referring URLs, (ix) other information about your use of and actions on our Sites, including use of features of the Sites or the Services, about the functionality of our the Sites or the Services, and frequency of visits (all of the foregoing collectively referred to as "Traffic Data"). Traffic Data is anonymized and does not personally identify you. We also use Traffic Data assists us to design, arrange and improve our Sites.

We may also use web beacons (small pieces of data that are embedded in images on the pages of websites) and auditing software to track page views and entry and exit points to and from our Sites. In addition, we may use web beacons, cookies, customized links and/or similar technologies to determine whether electronic newsletters sent by us to those who have requested them from us have been opened and which links are clicked. Any data collected will only be used in an aggregate and anonymized form.

(ii) Use of the Services. When you use our Services, we may collect information about your engagement with and utilization of our Services, such as processor and memory usage, storage capacity, navigation of our Services, and system-level metrics. We use this data to operate the Services, maintain and improve the performance and utilization of the Services, develop new features, protect the security and safety of our Services and our customers, and provide customer support. We also use this data to develop aggregate analysis and business

intelligence that enable us to operate, protect, make informed decisions, and report on the performance of our business.

(iii) Use of Contractors. We may use contractors outside the United States to provide technical support for the Service, to complement the resources provided by our U.S. based technical support staff. All technical support staff, whether U.S. or non-U.S. based, may need to access customer-specific information (excluding the content of your files) for problem troubleshooting.

3. Information We Receive from Third Parties

(i) Third-Party Accounts. If you choose to link our Services to a third-party account, we will receive information about that account, such as your authentication token from the third-party account, to authorize linking. If you wish to limit the information available to us, you should visit the privacy settings of your third-party accounts to learn about your options.

(ii) Other Resources. We, for marketing or research purposes, may also receive contact details or other information about you from publicly and commercially available sources, which we may combine with other information we receive from or about you. We will use the information we collect from third party sources in accordance with this Policy.

B. Retention of Data

We will only retain your personal data for as long as necessary to fulfil the purposes we collected it for, including for the purposes of satisfying any legal, accounting, or reporting requirements. To determine the appropriate retention period for personal data, we consider the amount, nature, and sensitivity of the personal data, the potential risk of harm from unauthorized use or disclosure of your personal data, the purposes for which we process your personal data and whether we can achieve those purposes through other means, and the applicable legal requirements.

In some circumstances you can ask us to delete your data, see this section below for further information:<https://wasabi.com/legal/customer-agreement/#yourrights>. In some circumstances we may anonymize your personal data (so that it can no longer be associated with you) for research or statistical purposes in which case we may use this information indefinitely without further notice to you.

C. Data Integrity and Security

We use industry standard security measures to protect against the loss, misuse and/or alteration of data located on our systems. We implement appropriate

measures and processes, such as using encryption when transmitting certain sensitive information, to help us to keep your information secure and to maintain its quality. We regularly review our security and related policies to adapt the technology as new threats evolve, and in order to monitor our systems to help ensure the highest level of availability of our Sites and Services. If you have any questions about the security of our Sites or Services, you can contact Wasabi at privacy@wasabi.com.

D. Access

If you are a registered user of the Services, or you otherwise have an Account, you may access certain information associated with your Account by logging into our Services or emailing privacy@wasabi.com. If you terminate your Account, any public activity on your Account prior to deletion may remain stored on our servers and may remain accessible to the public.

To protect your privacy and security, we may take reasonable steps to verify your identity before updating or removing your information. The information you provide us may be archived or stored periodically by us according to backup processes conducted in the ordinary course of business for disaster recovery purposes. Your ability to access and correct your information may be temporarily limited where access and correction could: inhibit Wasabi's ability to comply with a legal obligation; inhibit Wasabi's ability to investigate, make or defend legal claims; result in disclosure of personal information about a third party; or result in breach of a contract or disclosure of trade secrets or other proprietary business information belonging to Wasabi or a third party.

E. Lawful Grounds for Using and Processing Your Personal Data

We will normally collect personal data from you only (i) where we need the personal data to perform our obligations; (ii) where the processing is in our legitimate interests and not overridden by your rights; or (iii) where we have your consent to do so. We use the information we collect in various ways, including to:

- Provide, operate, and maintain our Services;
- Improve, personalize, and expand our Services;
- Understand and analyze how you use our Services;
- Develop new products, services, features, and functionality;
- To inform our marketing strategy, including to define customers for our products and services;
- Keep our records up to date;

- Communicate with you, either directly or through one of our partners, including for customer services, to provide you with updates and other information relating to the Service, and for marketing and promotional purposes;
- Send you text messages and push notifications;
- Find and prevent fraud; and
- For compliance purposes, including enforcing our Terms of Service, or other legal rights, or as may be required in (a) the event of an emergency, (b) by applicable laws and regulations, (c) for the protection and safety of our employees and agents, our customers, or any other person or (d) requested by any judicial process or governmental agency.

F. How We Share Information

We may share the information we collect in various ways, including the following:

- **Third Party Service Providers.** We may share information with third-party service providers that provide services on our behalf, such as helping to provide our Sites and/or Services (such as website analytics, email delivery, marketing/advertising and legal and other professional advice), and to provide you with information relevant to you such as product announcements, software updates, special offers, or other information. We also share information with third-party partners in order to receive additional publicly available information about you. However, we do not permit third party service providers to use your personal data for any other purposes, and only permit them to access and process your personal data for specified purposes and in accordance with our instructions.
- **Analytics.** We also analyze the data through the use of third-party analytics providers, such as Google Analytics. Analytics providers use cookies to collect non-identifying information of users and visitors to our Sites. For more information on Google privacy options regarding its Analytics cookies, see <http://www.google.com/policies/privacy/partners/>. For a current list of the entities that may process data for or on behalf of Wasabi, see <http://www.wasabi.com/legal/sub-processors>.
- **Business Transfers.** Information may be disclosed and otherwise transferred to any potential acquirer, successor, or assignee as part of any proposed merger, acquisition, debt financing, sale of assets, or similar transaction, or in the event of insolvency, bankruptcy, or receivership in which information is transferred to one or more third parties as one of our business assets.

Advertising. We work with third-party advertising partners to show you ads that we think may interest you. These advertising partners may set and access their own cookies, pixel tags, and similar technologies on our Sites and/or Services, and they may otherwise collect or have access to information about you which they may collect over time and across different online services. Some of our advertising partners are members of the Network Advertising Initiative or the Digital Advertising Alliance. To learn more about these programs, or opt-out of personalized ads, visit the Digital Advertising Alliance's Self-Regulatory program for Online Behavioral Advertising at www.aboutads.info, or the Network Advertising Initiative at www.networkadvertising.org.

- Information Received Through a Referral. If you sign up for our Services through a referral, we may share information with the referrer to let them know that you used the referral to sign up for our Services.
- Aggregate information. Where legally permissible, we may use and share information about users with our partners in aggregated or de-identified form that cannot reasonably be used to identify you.
- Under Law. We may also share information to (i) satisfy any applicable law, regulation, legal process, or governmental request; (ii) enforce this Policy and our Terms of Service, including investigation of potential violations hereof; (iii) detect, prevent, or otherwise address fraud, security, or technical issues; (iv) respond to your requests; or (v) protect our rights, property or safety, our users and the public. This includes exchanging information with other companies and organizations for fraud protection and spam/malware prevention.

G. Third Party Links

You may access other third-party services through the Sites or Services, for example by clicking on links to those third-party services from within the Sites Services. We are not responsible for the privacy policies and/or practices of these third-party services, and we encourage you to carefully review their privacy policies.

H. International Transfers

Wasabi has offices and provides Services both within and without the United States. This means that your personal data could be transferred out of the European Economic Area (the "EEA"), Switzerland or the United Kingdom ("UK"). whenever we transfer your personal data out of your jurisdiction, we ensure

a similar degree of protection is afforded to it by ensuring at least one of the following safeguards is implemented:

- when the countries receiving your personal data have been deemed to provide an adequate level of protection for personal data by the European Commission.
- through the use of the standard contractual clauses adopted by the European Commission and/or the UK Information Commissioner's Office (collectively, the "Standard Contractual Clauses"), as may have been amended when necessary to provide you with an essentially equivalent level of protection as afforded in the EEA and/or UK.

Under the Standard Contractual Clauses, you have the same rights as if your personal Data was not transferred outside of the EEA, UK, or Switzerland. Please contact us at <https://wasabi.com/legal/privacy-policy/#contract> if you want further information on the specific mechanism used by us when transferring your personal data out of the EEA.

I. Your Rights under the General Data Protection Regulation ("GDPR")

Under certain circumstances, you have rights under data protection laws in relation to your personal data. We have explained your rights below; if you wish to exercise any of your rights, please contact us at privacy@wasabi.com. We respond to all requests we receive from individuals wishing to exercise their data protection rights in accordance with applicable dataprotection laws. You have the right to:

- access, correct, update, or request deletion of your personal information (note, however, that we may not always be able to comply with your request of erasure for specific legal reasons which will be notified to you, if applicable, at the time of your request).
- object to the processing of your personal information. You may ask us to restrict the processing of your personal information, or request portability of your personal information (however, in some cases, we may demonstrate that we have compelling legitimate grounds to process your information which override your rights and freedoms).
- request restriction of processing of your personal data. This enables you to ask us to suspend the processing of your personal data in the following scenarios: (a) if you want us to establish the data's accuracy; (b) where our use of the data is unlawful but you do not want us to erase it; (c) where you need us to hold the data even if we no longer require it as you need it to

establish, exercise or defend legal claims; or (d) you have objected to our use of your data but we need to verify whether we have overriding legitimate grounds to use it.

- request the transfer of your personal data to you or to a third party. We will provide to you, or a third party you have chosen, your personal data in a structured, commonly used, machine-readable format. Note that this right only applies to automated information which you initially provided consent for us to use or where we used the information to perform a contract with you.
- opt-out of marketing communications we send you at any time. You can exercise this right by clicking on the “unsubscribe” or “opt-out” link in the marketing emails we send you.
- withdraw your consent at any time for any personal data we have collected and processed with your consent. Withdrawing your consent will not affect the lawfulness of any processing we conducted prior to your withdrawal, nor will it affect the processing of your personal information conducted in reliance on lawful processing grounds other than consent.
- complain to a data protection authority about our collection and use of your personal information. Contact details for data protection authorities in the EEA, the UK, Switzerland and certain non-European countries (including the US and Canada) are available here: https://ec.europa.eu/justice/article-29/structure/data-protection-authorities/index_en.htm.

No Fee Usually Required

You will not have to pay a fee to access your personal data (or to exercise any of the other rights). However, we may charge a reasonable fee if your request is clearly unfounded, repetitive or excessive. Alternatively, we may refuse to comply with your request in these circumstances.

What We May Need From You

We may need to request specific information from you to help us confirm your identity and ensure your right to access your personal data (or to exercise any of your other rights). This is a security measure to ensure that personal data is not disclosed to any person who has no right to receive it. We may also contact you to ask you for further information in relation to your request to speed up our response.

J. Children's Privacy

The Children's Online Privacy Protection Act restricts the collection and use of personal data pertaining to children under the age of 13. We do not allow such children to register as users and will not knowingly collect or solicit personal data

from anyone under the age of 13. No one under the age of 13 should provide any personal data on or through the Sites or otherwise. In the event we learn that we have collected personal data from a child under the age of 13, we will terminate any Account and all communications, and delete such information. If you believe that we might have any information from or about a child under 13, please contact us at privacy@wasabi.com. Minors aged 13 and over should not use this site or post any information or other content without adult supervision.

K. Acceptance of and Changes to This Privacy Policy

By using the Sites and Services, you consent to the collection, use and storage of your information by us in the manner described in this Policy. This Policy may be modified from time to time, so please review it frequently. Changes to this Policy will be posted on our websites. If we materially change the ways in which we use or share personal information previously collected from you through the Sites or Services, we will notify you through the Sites, Services, by email, or other communication.

If you do not agree with this Policy, please do not use the Sites or Services. Your continued use of the Sites and/or Services following posting of changes to these terms will mean you accept those changes.

L. California Notices

Users who reside in California and have provided personal data to us have the right to receive: (a) information identifying any third party to whom we may have disclosed, within the past year, personal data pertaining to you and your family for that party's direct marketing purposes; and (b) a description of the categories of personal data disclosed. To obtain such information, please email your request to privacy@wasabi.com. This request may be made no more than once per calendar year. We reserve our right not to respond to requests submitted other than to the address specified in this paragraph.

M. Important Information For California Residents

(a) Scope

(a) Scope. This section applies only to California residents. It describes how we collect, use and share Personal Information of California residents when we act as a "business" as defined under the California Consumer Privacy Act of 2018 ("CCPA"), and their rights with respect to their Personal Information. For purposes of this section, "Personal Information" has the meaning given in the CCPA but does not include information exempted from the scope of the CCPA or information we collect from you in the course of providing services to you or receiving services from you where you are an employee, controlling owner, director, officer or contractor of a company, partnership, sole proprietorship, non-profit or government agency. In some

cases, we may provide a different privacy notice to certain categories of California residents, such as job applicants, in which case that notice will apply instead of this section.

- Your California Privacy Rights. As a California resident, you have the rights listed below. However, these rights are not absolute, and in certain cases we may decline your request as permitted by law.
- Information. You can request the following information about how we have collected and used your Personal Information during the past 12 months:
 1. The categories of Personal Information that we have collected.
 2. The categories of sources from which we collected Personal Information.
 3. The business or commercial purpose for collecting and/or selling Personal Information.
 4. The categories of third parties with whom we share Personal Information.
 - a. Whether we have disclosed your Personal Information for a business purpose, and if so, the categories of Personal Information disclosed to each category of third party recipient.
 - b. Whether we've sold your Personal Information, and if so, the categories of Personal Information received by each category of third party recipient.
- Deletion. You can ask us to delete the Personal Information that we have collected from you.
- Opt-out of Sales. If we sell your Personal Information, you can opt-out. In addition, if you direct us not to sell your Personal Information, we will consider it a request pursuant to California's "Shine the Light" law to stop sharing your personal information covered by that law with third parties for their direct marketing purposes.
- Opt-in. If we know that you are younger than 16 years old, we will ask for your permission (or if you are younger than 13 years old, your parent's or guardian's permission) to sell your Personal Information before we do so.
- Nondiscrimination. You are entitled to exercise the rights described above free from discrimination in the form of legally prohibited increases in the price or decreases in the quality of our Service.

(b) How To Exercise Your Rights. You may exercise your California privacy rights described above as follows:

- Right to Information, Access and Deletion. You may exercise your right to information, access or deletion by contacting us at privacy@wasabi.com.
- Right to Opt-out of the "sale" of Your Personal Information. Like many companies, we use services that help deliver interest-based ads to you. Our use of some of these services may be classified under California law as a "sale" of your Personal Information to the companies that provide the services because they collect information from our users (e.g., device data and online activity data) to help them serve ads more likely to interest you. You can request to opt-out out of this "sale" of your personal information here: <http://www.wasabi.com/privacy-policy/#changeConsent>.

We reserve the right to confirm your California residency to process your requests and will need to confirm your identity to process your requests to exercise these rights. Government identification may be required. You may designate an authorized agent to make a request on your behalf. In order to designate an authorized agent to make a request on your behalf, you must provide a valid power of attorney, the requester's valid government-issued identification, and the authorized agent's valid government issued identification. We cannot process your request if you do not provide us with sufficient detail to allow us to understand and respond to it.

(c) Personal Information That We Collect, Use and Disclose

The categories and sources of Personal Information we collect, the business/commercial purposes for which we use these categories of Personal Information, and the categories of third parties to which we disclose these categories of Personal Information for business purposes are set forth above.

N. Contact Information

If you have any questions or concerns about this Privacy Policy, please feel free to email us at privacy@wasabi.com, or contact any of the following:

To Contact Wasabi

Wasabi Technologies LLC
75 Arlington St.
Suite 810
Boston, MA 02116

To Contact Our United Kingdom Representative

Bird & Bird GDPR Representative Services UK
12, New fetter Lane
London, EC4A 1JP
United Kingdom
UKrepresentative.Wasabi@twobirds.com

To Contact Our European Union Representative

Bird & Bird GDPR Representative Services SRL
Avenue Louise 235
1050 Bruxelles
Belgium
EUrepresentative.Wasabi@twobirds.com

To Contact Our Data Protection Officer

Rebel Legal, Attn: Kate Bryan
Stoke Leigh Lodge, Leigh Woods

Bristol, BS8 3QB
United Kingdom
Kate.bryan@rebel-legal.com

Acceptable Use Policy

Last Update: July 21, 2023

By using Wasabi's products and services, you agree to abide by this Acceptable Use Policy ("AUP"). Unless otherwise defined herein, capitalized terms have the same meaning as set out in the Wasabi [Customer Agreement](#).

Illegal Use

Wasabi's products and services (collectively "Services") may be used only for lawful purposes. Transmission, distribution or storage of any content in violation of any applicable law or regulation is prohibited. This includes, without limitation, material protected by copyright, trademark, trade secret or other intellectual property right used without proper authorization, and material that is obscene, defamatory, constitutes an illegal threat, or violates export Control laws.

System Use

Interference with the functionality of the Service is prohibited. Examples include but are not limited to:

- uploading, storing, emailing, posting, linking, transmitting, distributing, publishing or otherwise disseminating any material that contains software viruses, Trojan horses, worms, time bombs, or any other computer code, file or program designed to interrupt, destroy or limit the functionality of the Services is prohibited;
- disrupting the normal flow of the Services, or acting in a manner that limits another user's use of the Services;

- modifying the Service or interfering or attempting to interfere with the Service, including through the use of any third party, device, software or routine;
- use of the Service to disrupt the servers or networks connected to the web servers used to provide the Service.

You may not remove or modify any identification, trademark, copyright, proprietary marking, restrictive legends or other notice from the Service. You may not upload, store, post, email, transmit, distribute, publish or otherwise disseminate on or through the Service (A) any information that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous or racially or ethnically objectionable, or promotes such activity; (B) any unauthorized advertising, junk mail, spam, chain letters, or any other form of solicitation; or (C) any information or content that infringes any patent, trademark, trade secret, or other proprietary rights or any contractual rights of any third party.

Network Security

You may not use the Service to violate the security or integrity of any network, computer or communications system, software application, or network or computing device (each, a "System"). Prohibited activities include:

- Accessing or using any part of the Service without permission, including attempting to probe, scan, or test the vulnerability of the Service or to breach any security or authentication measures used by the Service.
- Monitoring of data or traffic without permission.
- Forging TCP-IP packet headers, e-mail headers, or any part of a message describing its origin or route. The legitimate use of aliases and anonymous remailers is not prohibited by this provision.

You may not make network connections to any users, hosts, or networks unless you have permission to communicate with them. Prohibited activities include:

- Monitoring or crawling that impairs or disrupts the Service.
- Inundating a target with communications requests so the target either cannot respond to legitimate traffic or responds so slowly that it becomes ineffective (DDoS).
- Interfering with the proper functioning of the Service, including any deliberate attempt to overload a system by mail bombing, news bombing, broadcast attacks, or flooding techniques.
- Operating network services like open proxies, open mail relays, or open recursive domain name servers.
- Using manual or electronic means to avoid any use limitations placed on the Wasabi Storage Platform, such as access and storage restrictions.
- Abusing free egress and free API request policies to conduct an excessive amount of requests that may inhibit other users from utilizing or enjoying the service.
- Utilizing free Wasabi trial accounts for offering commercial paid services, or signing up for multiple concurrent or sequential free Wasabi trial accounts for the purpose of avoiding charges associated with paid subscriptions.

Email and Usenet

Distributing, publishing, sending, or facilitating the sending of unsolicited mass e-mail or other messages, promotions, advertising, or solicitations (like “spam”), including commercial advertising and informational announcements is prohibited. You will not alter or obscure mail headers or assume a sender’s identity without the sender’s explicit permission. You will not collect replies to messages sent from another internet service provider if those messages violate this AUP or the acceptable use policy of that provider.

DMCA

Wasabi respects the intellectual property rights of its customers, end users and third parties. Without limiting its rights and remedies hereunder, Wasabi complies with all aspects of the Digital Millennium Copyright Act (42 USC 512) (“DMCA”) and will terminate Services to any end user guilty of repeat infringement.

Please direct claims of copyright infringement, including notices or counter-notices pursuant to DMCA to support@wasabi.com.

Monitoring and Enforcement

Wasabi reserves the right to take all actions necessary, in its discretion, to enforce this AUP, to preserve the quality of its Services and to protect its legitimate rights and interest - including immediate suspension or termination of Services with, or without, prior notice. If Wasabi determines that it is practical under the circumstances, it may provide advanced notice or warning of an AUP violation and allow an end user to correct the violation prior to an enforcement action, but does not guarantee advanced notice and is not liable for any failure to provide such notice.

Reporting of Violations

To report any violation of this AUP, please contact support@wasabi.com.